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30	112 0	211 0	454 10	*819 0	*1,167 0
40	194 0	322 0	525 10	*989 10	*1,343 10
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LONDON, JANUARY 4, 1890.

CURRENT TOPICS.

ALTHOUGH Saturday, the 11th inst., is the first day of Hilary Sittings, neither division of the Court of Appeal will sit before Monday, the 13th inst.

AS WAS ANTICIPATED, Mr. Justice NORTH has decided to follow the example of Mr. Justice CHITTY and Mr. Justice STIRLING, and to devote the whole of Monday in each week during the approaching sittings to chamber business. The profession will be glad to learn that the learned judge will take this business in his court, and not in his room adjoining his chambers, which is inconveniently situated.

THE CHANCERY cause lists will contain 589 cases, which is rather less than the average number. In the list of Mr. Justice KAY there are 134 cases; in that of Mr. Justice CHITTY 118; in that of Mr. Justice NORTH 120; in that of Mr. Justice STIRLING 143; and in that of Mr. Justice KEKEWICH 74. In the list of the Queen's Bench Division there are 1,298 actions, including those for divisional courts, and, in addition, 47 bankruptcy cases. There are 71 admiralty actions.

THE CAUSE LISTS will not be issued until next week, but the number of cases which will appear in the list of appeals will, it is anticipated, be much smaller than usual. There are 36 Chancery final appeals, and 3 interlocutory, and with two appeals from the County Palatine of Lancaster, there are only 41 appeals before Court of Appeal No. 2. Before Court of Appeal No. 1 there are 25 final appeals and 17 interlocutory, besides 2 admiralty and 4 bankruptcy appeals, making in all 48. The total of these two lists is 61 less than that of the Michaelmas Sittings.

A POINT of practice was lately decided by the Court of Appeal which must be of very frequent occurrence, and to which, therefore, it is important to call the attention of practitioners. In *Falck v. Axthelen* (*ante*, p. 141), the master, on the 1st of August, made an order, upon an application for further time to deliver a defence, giving the defendant "a month peremptory" to plead. The defendant, on the 9th of August, obtained an order that the plaintiff should deliver particulars of his claim, and these particulars were delivered on the 21st of August. On the 5th of September the plaintiff signed judgment for want of a defence. The defendant applied to set aside this as irregularly signed, contending that under ord. 19, r. 8, the time for pleading was suspended during the period occupied in the delivery of the particulars, that is, for twelve days, and that, therefore, the time did not expire until the 12th of September. The court, however, refused to adopt this contention. They held that the "peremptory" order could not be altered or extended by implication; that the meaning of the order was that the time for pleading was not to be extended beyond the month unless under special circumstances a further order was made expressly varying the previous order; and that ord. 19, r. 8, did not apply so as by implication to extend the time. There can be no doubt that a "month" to plead means a month according to

the rules, one of those rules being ord. 19, r. 8, which suspends the time for pleading in the case of an order for particulars, and many people thought that the word "peremptory" did not alter the meaning of the word "month," but was only an indication that no application for any further time would be granted. The court, however, have now decided that a "month peremptory" to plead means that the pleading must be delivered within a month from the date of the order.

FROM THE CORRESPONDENCE which has appeared in the *Times* it is evident that R. S. C., ord. 55, r. 74, which directs that certain orders in the Chancery Division should be drawn up by the chief clerks unless the judge otherwise directs, does not afford universal satisfaction. This order was framed in consequence of a resolution (No. 28) of Lord SELBORNE'S Committee, which reported in March, 1886. Most of the rules framed on the resolutions of that committee have effectually served the purpose they were intended for—that is to say, the expediting and otherwise facilitating business—but this rule in its inception was somewhat illogical, and in its operation appears to give rise to delays and consequent complaints. It had long been notorious that the chief clerks of the chancery judges had as much work to perform as they could well get through, and that more work was being allotted to them from time to time; but, notwithstanding this, some of the work of the registrars, who were not particularly overburdened, was taken away from them and handed over to the chief clerks. Had this been part of a well considered scheme for fusing the registrars, taxing masters, and chief clerks into one body, combining the duties of all, it might have proved to be a good beginning, although the opinions of those well acquainted with the practice of the courts are altogether adverse to such a scheme. That such a scheme has not been framed, and that the opinion of the chancery judges has been decidedly expressed in favour of retaining and not abolishing the registrars, affords a sufficient reason for restoring to the registrars the business of which the rule above quoted has deprived them. The taxation of costs, instead of being sent to the taxing masters, may well take place in chambers in small and unimportant cases, but the special experience of the taxing masters, and the fact that they are independent of all that has taken place in proceedings to which a bill of costs relates, renders it advisable that taxations should as a rule take place before them. Mr. Justice KAY's chambers are those respecting which animadversions on this subject have taken place, and in those chambers the new practice is said to cause delays. Whatever ground there may be for such a complaint, it is, we are informed, the fact that many orders are drawn up in those chambers which the chief clerks of the other chancery judges send to be drawn up by the registrars. In most large business transactions a division of labour is calculated to expedite matters, and although officialism, or as it is sometimes called "red tape," is wont to militate against this advantage as regards public business, there can be no question that, so long as this division exists, as in the case of the three sets of officials before mentioned, the most convenient course is to give to each the work originally assigned to him.

THE CASE of *Oliver v. Lewis* (W. N., 1889, 224) which was recently decided in the Queen's Bench Division, determines an important question affecting the jurisdiction of the county courts over interpleader proceedings remitted thereto from the High Court. It was there held that where an interpleader pleading, pending in the High Court, is remitted to the county court, under section 17 of the Judicature Act, 1884, the county court has power only to try the issue actually remitted, and cannot also adjudicate upon an incidental claim to damages made by the claimant in the interpleader proceedings against the execution creditor or high bailiff. This decision, we venture to think, will have somewhat serious consequences, and we cannot but regret that the court (Lord COLKINSON, C.J., and MATTHEW, J.) did not feel at liberty to decide otherwise and to affirm the considered judgment of Judge EDDIS. Henceforward, whenever an interpleader proceeding is remitted to the county court, a claimant, who wishes to recover damages against the execution creditor or high bailiff, will be obliged, it is conceived, either to bring a separate action or else forego altogether his claim to damages. It may well be doubted whether this was

the intention of the framers of section 17 of the Judicature Act, 1884. For this enactment, it is to be noticed, undoubtedly operates to convert an interpleader proceeding, remitted thereunder, into a *county court proceeding*, and has the effect of withdrawing altogether the control of the High Court therefrom: Pitt-Lewis' County Court Practice, 3rd ed., vol. I., p. 828. Such being the case, it would seem to follow that, after once having been remitted from the High Court, the interpleader proceedings should be governed by the rules applicable to interpleader proceedings originating in the county court, and which provide, that, where the claimant to goods taken in execution claims damages from the execution creditor or from the high bailiff, or in respect of the seizure of the goods, he shall, in the particulars of his claim to the goods, state the amount he claims for damages, and the grounds upon which he claims damages (County Court Rules, 1889, ord. 27, r. 7). The Divisional Court has, however, held that this is not so, and that the provision just referred to has no application to interpleader proceedings remitted from the High Court to the county court. Without venturing to impugn the correctness of the construction applied by the Queen's Bench Division to section 17 of the Judicature Act, 1884, it certainly seems to us to be somewhat narrow, and we should have been disposed to consider that when a county court has once acquired, by virtue of the remitting order, derivative jurisdiction over interpleader proceedings it also acquired jurisdiction to adjudicate upon any incidental claim to damages, since, according to a recent decision, such a claim is clearly "*a thing arising out of the interpleader proceedings*:" (*Lumb v. Teal*, 22 Q. B. D. 675, 679).

WE REPORTED recently (*ante*, p. 142) two interesting decisions by Mr. Justice NORTH on the scope of the Trust Investment Act, 1889. In the first case, which related to a charity, the Manchester Royal Infirmary, Dispensary, and Lunatic Hospital, it was held that the trustees had the range of investments given by the Act; in the second, which arose upon a petition presented by the National Permanent Mutual Benefit Building Society, that they had not. It is to be noticed that the terms of the Act are very wide, section 3 giving a list of fifteen classes of investments in which it is "lawful for a trustee, unless expressly forbidden by the instrument (if any) creating the trust, to invest any trust funds in his hands," and he has power also from time to time to vary any such investment. There is here certainly no express limitation to private trusts, and some indication that the Act is not intended to be thus restricted was found by NORTH, J., in the fact that it was deemed by the Legislature a fitting place in which to confer similar powers of investment on certain public bodies (section 7). The consistency of Acts of Parliament is hardly such, however, as to lend much weight to this argument. It is probably enough to say that the statute applies in terms to all trusts, and that a charity has long been decided to be only a trust, although a highly favoured one. In order, therefore, to exclude a trust of any kind, public or private, it is necessary to find some special circumstance to shew that the Act was not intended to operate upon it. Such a circumstance was present in the case of the building society, and accounted for the different result there arrived at. It is essential to the power of investment that the trustee shall have at least some discretion in the exercise of it, however this may be limited, and section 5 recognizes as much. But, so far as the trustees of the society were concerned, such discretion was quite wanting, the investments being made at the direction of the society itself which was the owner of the funds. In addition to this, the possible range of investments from which the society may choose is defined by the Building Society's Act, 1874, and the present Act hardly seems designed to remove statutory restrictions of such a kind. The result of the two cases seems to be fairly in accordance with the design of the Act, neither interpreting its provisions too strictly nor applying them to cases which are already sufficiently provided for.

THE LEGAL SUBTLETIES as to the devolution of lessees' covenants appear to have worked usefully in *Ex parte Board of Trade, Re Gee* (38 W. R. 143). The application was made with regard to the estate of a builder who, in 1886, had entered into a building lease containing various onerous covenants. In 1887 he executed

a mortgage, by which he assigned the whole term to the mortgagee. Of course, he remained liable on the covenants himself, but, by the doctrine of privity of estate, an additional liability in respect of them was now imposed on the mortgagee. In 1889 the builder became bankrupt, and the equity of redemption in the demised property vested in the official receiver. As a matter of fact, this, like the rest of the estate, was worthless, but the question was raised whether it was property burdened with onerous covenants which it was necessary for the official receiver to disclaim, and whether, consequently, in this and similar cases, where there were no assets, it was necessary for him to make an application to the court at the public expense. Upon the above facts, however, it is clear that the mere vesting of the equity of redemption carried with it no liability to the covenants. These are transferred from one assignee to another only by virtue of the passing of the entire legal estate to which they were first made incident (see, for example, *Moore v. Greg*, 2 Ph. 717), and the possibility of this rule not applying to cases of mortgages is excluded by the old decision in *Mayor of Carlisle v. Blamire* (8 East, 487), where the devisee of an equity of redemption, the legal estate being outstanding in a mortgagee, was held not to be liable on the covenants. Consequently, as the possession of the equity of redemption did not expose the official receiver to the burden of any of the covenants, it was not property burdened with onerous covenants which could require to be disclaimed within section 55 of the Bankruptcy Act, 1883, and, as long as he took care to require no reconveyance of it from the mortgagee, it was unnecessary for any application to be made under the section.

THE JURISDICTION OF COUNTY COURTS OVER REMITTED ACTIONS OF CONTRACT.

A DECISION recently given by Judge SNAGGE, in an action of *Buckly v. Dawkins*, on a question relating to the jurisdiction of the county courts over remitted actions of contract, has attracted some attention. The action in question was remitted from the High Court to the Wellingborough County Court by a master's order under section 65 of the County Courts Act, 1888. The amount originally claimed by the plaintiff—£199 15s.—was, by a payment into court of £123 10s. 1d. (which was taken out by the plaintiff in the usual way), reduced to £76 4s. 11d., and this last-mentioned sum constituted the amount actually in dispute between the parties at the date of the remitting order. At the hearing in the county court, the defendant objected that the judge had no jurisdiction to try the action, because the sum originally claimed by the plaintiff exceeded £100 (the limit of the derivative jurisdiction of the county courts over such an action), and that this sum could not be reduced to an amount not exceeding £100 except by a payment made before action, and that therefore the payment into court relied upon was quite ineffectual for the purpose. In support of this contention, reference was made to section 65 of the County Courts Act, 1888, which provides that an action of contract may be remitted to the county court where, though the claim originally exceeded £100, it has been reduced "by payment, an admitted set off, or otherwise to a sum not exceeding £100," and also to the case of *Skinner v. De Faria* (33 SOLICITORS' JOURNAL, 254), where it was held by MATHEW, J., in chambers, that the payment contemplated by the above section must be made before action brought. Judge SNAGGE, however, overruled the objection taken, and also, as far as he could do so, the case of *Skinner v. De Faria*, and held that payment into court after action brought did constitute "payment" within the meaning of section 65.

It is submitted that this decision cannot be supported, and that the learned county court judge should have followed the case of *Skinner v. De Faria* (*ubi suprà*), though it was only decided in chambers, as it was absolutely in point, being an express decision of a judge of the High Court upon the construction of the very enactment Judge SNAGGE was endeavouring to interpret. This last-mentioned case, moreover, is quite in accordance with the decisions previously given upon the construction of the remitting sections of the old County Courts Acts, which clearly establish that, where an enactment provides (as did section 7 of the County Courts Act, 1867) for a reduction, by "payment," of the sum originally claimed in a remitted action, payment before action is

meant (*Osborne v. Homburg*, 24 W. R. 161, 1 Ex. D. 48; *Foster v. Usherwood*, 26 W. R. 91, 3 Ex. D. 1), and that reduction by "payment into court" can be effected only where, as in section 26 of the County Courts Act, 1856, it is expressly permitted by the Legislature (*Lewis v. Lewis*, 36 W. R. 63, 20 Q. B. D. 56; *Gray v. Hopper*, 36 W. R. 746, 21 Q. B. D. 246 (C. A.)). When the present County Courts Act was still under discussion in Parliament, we took occasion to point out that, to render section 65 more useful, it should be made to provide that the power to remit actions of contract should be exercisable whether the amount claimed were reduced by payment into court or by payment (32 SOLICITORS' JOURNAL, 333), so as to obviate the difficulty that has now actually arisen with respect to section 65. Unfortunately, however, the suggested amendment was never made, and, in consequence, section 65 must, we fear, continue to be "a dead letter in regard to a large and important class of cases"; a result which, however much Judge SNAGGE may deplore it, may possibly be viewed with somewhat different feelings by other county court judges, and notably by those who preside so ably over the metropolitan courts, where most of the remitted actions are, it appears, disposed of, and where, since the passing of the County Courts Act, 1888, the volume of work has so largely increased.

In giving his decision upon the case under discussion, Judge SNAGGE took occasion to state that, "under ordinary circumstances, he would have regarded the remitting order of the High Court as quite sufficient to justify him in proceeding to try the case, and that, the master's order not having been appealed from, he would not have allowed a sort of irregular appeal from a superior to an inferior court." If, by these words, Judge SNAGGE intended to express his determination to try any case that might be remitted to him, whether rightly or wrongly remitted, we submit that he has undertaken to do that which he would certainly not be bound to do, and which, under certain circumstances, it might be hazardous for him to do. No county court judge should, we conceive, try any action remitted to him from the High Court where he is satisfied that the remitting order was made without jurisdiction. Thus he would certainly be justified in refusing to try a remitted action of contract in which the claim exceeded £100, or an action of tort remitted to the county court upon any other ground than want of visible means on the part of the plaintiff, or a divorce action, or, indeed, any other form of action which cannot properly be remitted to the county court. In support of this view we would refer to the case of *Reg. v. Judge of Marylebone County Court* (50 L. T. 97), where it was held that the High Court has no jurisdiction whatever to make an order remitting an action of tort to a county court unless an affidavit of want of visible means be first deposited to and produced, and that a county court judge cannot be compelled to try such an action when this condition has not been complied with. In the case last cited Judge Stonor made a special return to the High Court, in which his reasons for suspending his obedience to the remitting order were duly set forth. This course, it seems to us, should always be pursued by any county court judge to whom an action is, without jurisdiction, remitted. For, should he, on the contrary, obey the remitting order under such circumstances, he might, it is submitted, render himself liable to an action, at the suit of an unsuccessful party to the remitted action, for acting without jurisdiction; as a county court judge is undoubtedly responsible for any act done by his command when he has no jurisdiction (see Pitt-Lewis' County Court Practice, 3rd ed., vol. 1, p. 67), and it has never yet been held that a remitting order, when wrongly made, will protect him from the consequences of acting thereunder.

NEXT PRESENTATIONS.

"The law," says Lord Coke, "doth abhorre simony or any corrupt contract for benefices." As we shall see presently, the law's abhorrence has considerably abated in the course of two centuries and a half; a portion of the old law has become obsolete, a loophole has been opened through another part, and it may, perhaps, be questioned whether, in practice, the sale of next presentations is much impeded by any of the ancient rules, except that which prohibits the sale of a next presentation when the church is empty. This is an ancient rule of the common law, originally

established apparently on the ground that, "after the avoidance, it [*i.e.*, the next presentation] is merely a thing in action, and so annexed to the person that it cannot be granted or released: *Brooksbie's case* (Cro. Eliz. 173), but confirmed by Lord MANSFIELD and WILKINSON, J., in *Bishop of Lincoln v. Wolferstan* (3 Burr. 1504) on the ground of public utility and "the better to guard against the mischiefs of simony." It is hardly necessary to say, however, that, while this rule still stands, it has been kept within the strictest bounds. The church may be practically empty and yet the next presentation may be lawfully sold. This was the decision in the great case of *Fox v. Bishop of Chester* (6 Bing. 1). There the facts, as found by the jury, were, that, the Rector of Wilmslow being "afflicted with a mortal disease, so that he was then in extreme danger of his life, and his life was then greatly despaired of," the patron of the living, at 2.50 in the afternoon, agreed to sell to Fox the next presentation for £6,000, and forthwith executed a conveyance in pursuance of the agreement; that both the parties well knew and believed that the rector was in extreme danger of his life; and that the rector died at 11.30 the same night. The House of Lords, reversing the judgment of the King's Bench (2 B. & C. 635), held that the sale of a next presentation, the incumbent being *in extremis*, within the knowledge of both contracting parties, was not void as being tainted with simony. The ground of the decision seems to be given in the opinion of BESR, C.J., delivered before the House, in which Lord ELDON expressed his full concurrence. "The affairs of men are best regulated by broad rules, such as exclude all subtle disputes, all doubtful, unsatisfactory inquiries. It would be difficult to establish a rule that should settle what degree of probability of the approaching death of an incumbent should prevent the sale of the avoidance of the benefice, and more difficult to ascertain by evidence when an incumbent was within that degree. I submit to your lordships that the most convenient rule is that which I conceive the law has already established [the reference is apparently to *Barret v. Glubb* (2 W. Bl. 1052)]—namely, that the right to sell the presentation continues as long as the incumbent is in existence."

It appears to follow from this decision that the sale of a next presentation is not illegal, although both vendor and purchaser know that the incumbent intends to resign his benefice at a future date; subject to this, that there must be no agreement by the incumbent, with either vendor or purchaser or the clerk intended to be presented, for the resignation of the incumbent. It appears to have been assumed in *Street v. Meredith* (3 Giff. 610) that an undertaking on the part of the vendor to procure an avoidance would be simoniacal.

Over and above this common law restriction on the right of the patron to sell a next presentation, 31 Eliz. c. 6 provides safeguards against his exercise of the right of presentation from corrupt motives or by reason or in consequence of a corrupt contract. Section 5 provides that, "if any person or persons, . . . for any sum of money, reward, gift, profit, or benefit, directly or indirectly, or for or by reason of any promise, agreement, grant, bond, covenant, or other assurances, of or for any sum of money, reward, gift, profit, or benefit whatsoever, directly or indirectly, present or collate any person to any benefice with cure of souls, dignity, prebend, or living ecclesiastical, or give or bestow the same for or in respect of any such corrupt cause or consideration," then every such presentation, &c., shall be void, and the Crown may present to the living for that turn, and every person giving or taking such sum of money, reward, gift, or benefit, directly or indirectly, or taking or making any such promise, grant, bond, covenant, or other assurance, is to forfeit the double value of one year's profit of every such living, and the person so corruptly taking, procuring, seeking or accepting any such living shall be adjudged a disabled person in law to have or enjoy the said living.

It will be observed that the words of the section relating to the nature of the benefit received for a presentation are extremely wide. Any benefit received by the patron presenting, whether direct or indirect, will invalidate the presentation. It seems conceivable that, where the wife of a clergyman, in whom the advowson or next presentation is vested, presents her husband, the benefit she will derive, as a member of his family, from the revenue of that living might be considered an indirect benefit within the section. Mr. FAIRBAKES lays it down (1 Prec., 14th ed., p. 431 note) that "where the clerk is privy to the contract [of sale of the

next presentation] in the sense that it is part of the arrangement that he shall be presented, the transaction is simoniacal and void." In that case the purchase-money is, we suppose, indirectly a payment for the presentation of the particular clerk.

On the other hand, it is to be observed that, in order to make the section applicable, the presentation must be made in consideration of some benefit, or promise of benefit, to the patron, direct or indirect, and the benefit must accrue to the person who actually presents to the living, and must be received in respect of the presentation. It is clear that, before 12 Anne, stat. 2, c. 12, it was considered lawful for a clergyman to buy a next presentation and then present himself, however difficult it may be to reconcile this with the doctrine laid down above. We suppose it was considered that the original patron, who received the purchase-money, did not present, and that the clergyman who presented himself did not receive any money for doing so. Section 5 of the Act of Elizabeth applies wherever the person presenting to the living receives any benefit or reward for such presentation, direct or indirect, and to such cases only (see *Fox v. Bishop of Chester*, 6 Bing. 20).

This being so, it is difficult to understand the origin of a notion which seems at one time to have prevailed, that any definite intention, fettering in any way the free selection by the patron of the clerk to be presented, would be simoniacal, although no benefit of any kind was received by the patron who presented. In *Kitchen v. Calvert* (Lane, 102) it is laid down that if A. buys a next presentation intending to present B., and afterwards does present him, the presentation of B. shall be void. And at the time *Fox v. Bishop of Chester* was decided (1829), it seems to have been still supposed that the fact that the purchase of a next presentation was made with a view to the nomination of a particular clerk might render his presentation simoniacal. The reporter's headnote to the above-mentioned case contains the qualification, "the sale of a next presentation . . . without the privity or [query, and not being] with a view to the nomination of the particular clerk," &c. And BESR, C.J., in his opinion says (6 Bing. 18), "The church in the present case was full; no clergyman was privy to the agreement; and the living was not intended by the plaintiff in error, at the time he bought the presentation, for the clerk that he afterwards presented." It is, however, not easy to comprehend the ground on which a mere intention on the part of the purchaser to present a particular clerk can be considered simoniacal, so long as the clerk has no hand in the purchase and the purchaser is under no obligation to present him. The purchaser's power of selection is not fettered; he may change—probably in some cases has actually changed—his mind before an avoidance occurs. But whatever may be the reason for the old rule, it appears to be now obsolete. Purchases of next presentations are probably seldom made without an intention to present a particular clerk.

The purchase by clergymen of next presentations with the view of presenting themselves is prohibited by 12 Anne, stat. 2, c. 12 (13 Anne, c. 11, in the Revised Statutes); section 2 of which provides that "if any person . . . shall or do, for any sum of money, reward, gift, profit or advantage, directly or indirectly, or for or by reason of any promise, agreement, grant, bond, covenant or other assurance, of or for any sum of money, reward, gift, profit, or benefit whatsoever, directly or indirectly, in his own name or in the name of any other person or persons, take, procure, or accept the next avoidance of, or presentation to, any benefice with cure of souls, &c., and shall be presented or collated thereupon," every such presentation, &c., shall be void; the Crown may present for that turn, and the person so corruptly taking the benefice is to be adjudged disabled to have the same, and is to be subject to any penalty prescribed by the law ecclesiastical in like manner as if such corrupt agreement had been made after such benefit had become vacant.

It will be observed that the section is confined to the purchase of a next presentation. There is nothing in the statute to prevent a clergyman from purchasing an advowson with the view of presenting himself upon the next vacancy. And it has been held that the statute does not apply to the purchase of an estate *pur autre vie* in an advowson by a clergyman with a view of presenting himself upon the next vacancy: *Walsh v. Bishop of Lincoln* (23 W. R. 829, L. R. 10 C. P. 518). The grounds on which this decision was arrived at were, in brief, that the statute is a penal one, and must be

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strictly construed; that the number of presentations which might in fact take place under the purchase was wholly uncertain, and that "advowsons are one thing, real property, descending to the heir; next presentations are another thing, personal property, passing to the executors or administrators." The result is, therefore, that a clergyman may now lawfully purchase a life interest *pur autre vie* in an advowson and present or "offer himself to the ordinary and pray to be admitted." It does not seem, however, that the decision would extend to the purchase by a clergyman of an advowson for his own life, with the view of presenting himself at the next vacancy; that would probably be held to be equivalent to a purchase of the next presentation.

REVIEWS.

ORIGINATING SUMMONS.

THE LAW AND PRACTICE APPERTAINING TO ORIGINATING SUMMONS, WITH FORMS. By GEORGE NICHOL MARCY and J. THEODORE DODD, Barristers-at-Law. Horace Cox.

The rapid development of the system of procedure by originating summons fully justifies the issue of a work like the present, and the industry and ability which the authors have brought to their task ought to insure its success. In general plan it is divided into two parts, followed by a series of three appendices. In part I the subject is treated with special reference to R. S. C., 1883, ord. 55, and the whole procedure, together with many practical hints as to the application of it, is carefully set out. Of course, as an originating summons under the above order is an action within the meaning of section 100 of the Judicature Act, 1873 (*Re Fausith*, 34 W. R. 26), this means that the procedure in actions generally has to some extent to be considered, and the authors do not shrink from so doing where their task seems to demand it. Thus in chapter IV., under the head of Parties, the whole of R. S. C., 1883, ord. 16, with its forty-seven rules, is set out and annotated. In the same manner chapter V., on Evidence, gives at length most of the orders relating thereto. The most important section of this part is, of course, that which deals specifically with order 55, and to this reference will most frequently be made for information. The authors have adopted what is perhaps the only safe and practicable course, and have printed the rules of the order in succession, appending to each the cases which have been decided upon it, together with such remarks as may be useful. In this task they seem to have attained to accuracy, and the state of the subject hardly entitles us at present to expect more. The procedure is only applicable in a certain limited set of cases, and when these have been enumerated, and the qualifications on them pointed out, this is apparently all that can be done. A more interesting and thorough treatment will perhaps only be possible as the procedure itself becomes more extended. But the subject is by no means exhausted by dealing with order 55, and Part II. contains all the statutes, other than those referred to in that order, under which an originating summons may be issued. This includes the Vendor and Purchaser Act, 1874; the Conveyancing Act, 1881; the Settled Land Acts; and the Married Women's Property Act, 1882, to each of which a separate chapter is devoted, and a subsequent one completes the list, with annotations upon some twenty-two statutes and groups of statutes of various kinds. This finishes the body of the work. Appendices I. and II. give some rules and forms of frequent occurrence. Appendix III. is more bulky, and contains a complete set of forms in an action commenced by originating summons under ord. 55, rr. 3, 4, from the issuing of the original summons to the final judgment of the House of Lords. There are also numerous other forms of summons, affidavits, statements of facts, &c., which will doubtless be found useful as affording some general indication of what is required. Altogether the book has been carefully prepared, and will be found to be a useful work of reference.

CORRESPONDENCE.

COMMISSIONERS FOR OATHS.

[To the Editor of the Solicitors' Journal.]

Sir,—In the course of my practice I have occasionally come across, in conveyancing matters, statutory declarations taken before a commissioner who was also solicitor to the vendor by whom, or on whose behalf, the declaration had to be given. I have never known these objected to on that ground.

But the new Act raises a doubt as to whether this practice can

legally be continued. Sub-section 2 of section 1 says that: "A commissioner for oaths may, by virtue of his commission, in England or elsewhere, administer any oath or take any affidavit for the purpose of any court or matter in England . . ."; but the proviso in sub-section 3 relates to a "proceeding" only, which I assume means only such matters as are connected with the courts of law, in other words, what are known in the Probate Division as "contentious matters." If this view is correct, no difficulty will, probably, arise, but if it should be held that a sale and purchase, a loan and mortgage, are "proceedings," the inconvenience to which you refer in your note of last week (p. 137) will be increased.

But what is to happen if an affidavit is taken before the solicitor to one of the parties to a proceeding? No doubt the opposite side might successfully object to such an affidavit being read, though, under the circumstances to which you refer, it is scarcely probable that the objection would be taken. There is no penalty imposed on the commissioner, and the section does not say that the affidavit, when made, shall not be filed or used.

A COMMISSIONER, &c.

London, Dec. 27.

[To the Editor of the Solicitors' Journal.]

Sir,—As author of the book now being published in succession to "Braithwaite's Oaths," I may perhaps be permitted to answer the question which your correspondent, "T. P. Y.", raises as to the following statement contained in the late Mr. Braithwaite's book—viz., "A commissioner may not take an affidavit, &c., in any cause or matter in which he is concerned as solicitor, or where he is clerk to the solicitor, for any of the parties."

That the above passage correctly represented the practice of the courts, both of law and equity, there can be no doubt. It is true that the cases cited by Mr. Braithwaite in support of the statement do not, strictly speaking, go beyond the fact that a solicitor (or his clerk) may not take affidavits to be used on behalf of his own client. But in Smith's Chancery Practice, 1857 (p. 410), where these cases are also cited, the author treats them as applying generally to any solicitor concerned in the cause; and, according to Tidd's Common Law Practice, 1828 (p. 494), the same practice prevailed in the common law courts.

So far from there being any inclination to relax this rule of practice, it has quite recently been embodied, in a more rigorous form, in the Commissioners for Oaths Act, 1889.

By the Rules of the Supreme Court, 1883, ord. 38, rr. 16, 17, an affidavit is invalid if sworn before the solicitor acting for the party on whose behalf the affidavit is to be used, or before the clerk, or partner, or any agent, or correspondent of such solicitor, or before the party himself.

These rules do not preclude a plaintiff's solicitor from taking an affidavit which is to be used on behalf of the defendant in the action, although, according to the previously existing practice above referred to, an affidavit so sworn would have been invalid.

But the Commissioners for Oaths Act is clearer and goes much farther than the Rules. Section 1 (3) provides that a commissioner for oaths shall not exercise any of the powers of a commissioner in any proceeding in which he is solicitor to any of the parties to the proceeding, or clerk to such solicitor, or in which he is interested.

Central Office.

FRANCIS A. STRINGER.

SECTION 14 OF THE CONVEYANCING ACT, 1881.

[To the Editor of the Solicitors' Journal.]

Sir,—I have been interested by Mr. Bartram's answer to my letter on this subject. It is, I think, of some importance to poor tenants.

You will observe that no details whatever are given in the original notice, nothing to guide the tenant or cause trouble to the surveyor, and if it be possible to obtain £2 2s. per house in this way, we must look on such a charge as a regular annual addition to the rent, for no tenant can keep his house in such a state that an ingenious surveyor could pick no hole in it.

It is as if the ordinary covenant in a lease, that the landlord may give notice of wants of repair, and the tenant will make them good in three months, were supplemented by the words "and will also pay the landlord's surveyor for the survey and notice."

The sum of the matter I suppose to be this—that if the tenant believes his property to be in repair according to covenant he may snap his fingers at the two guineas; if, on the contrary, on the determination of the notice, the house is in a forfeitable condition, the notice may be a good foundation for proceedings in ejectment, because it contained a demand for compensation.

If it be otherwise, then, as you say, an evil has been done by the Act which was not foreseen.

C. T. ARNOLD.

20, Whitehall-place, London, S.W.

CASES OF LAST Sittings.

Court of Appeal.

LEESON v. THE GENERAL COUNCIL OF MEDICAL EDUCATION AND REGISTRATION—No. 2, 21st December.

MEDICAL PRACTITIONERS—GENERAL COUNCIL OF MEDICAL EDUCATION AND REGISTRATION—REMOVAL OF NAME FROM REGISTER—JURISDICTION—INJUNCTION—INTEREST ON PART OF MEMBERS OF COUNCIL—JUDGE ACTING ALSO AS PROSECUTOR—MEDICAL ACT, 1858 (21 & 22 VICT. C. 90), s. 29.

This was an appeal by the plaintiff, a registered medical practitioner, from the refusal of North, J., to restrain the defendants until the trial of the action from removing his name from their register of general practitioners, and from publishing certain resolutions passed by them, to the effect that the plaintiff had been guilty of infamous conduct in a professional respect, and directing their registrar to erase his name. The defendants are a body representative of the medical profession of the United Kingdom, established by the Medical Act, 1858, and incorporated by an Act passed in 1862, one of their duties being to keep a register of qualified medical practitioners. The defendants held an inquiry into a charge which had been preferred against the plaintiff of alleged "infamous conduct in a professional respect," purporting to act under section 29 of the Act of 1858, which provides that: "If any registered medical practitioner shall be convicted in England or Ireland of any felony or misdemeanour or in Scotland of any crime or offence, or shall, after due inquiry, be judged by the general council to have been guilty of infamous conduct in any professional respect, the general council may, if they see fit, direct the registrar to erase the name of such medical practitioner from the register." The council found that the plaintiff had committed the offence charged against him, that the offence was "infamous conduct in a professional respect," and directed their registrar to erase his name from the "Medical Register." The charge against the plaintiff, as set forth in a letter addressed to him by the solicitor of the council, was "that you, being a registered practitioner, do act as cover of, or by your presence, advice, and assistance do enable one, C. B. Harness (an unqualified person) to carry on the business or profession of a medical electrician and to practise as if he were duly qualified." The inquiry had been initiated by the Medical Defence Union—an incorporated association having for its objects the protection of its members, the prevention of unprofessional conduct, and the punishment of offenders against medical law. Two members of the council who took part in the inquiry were subscribers of 10s. per annum to this association, and in that sense members of it, but they had nothing to do with its management. The proceedings before the council were opened by their solicitor, who stated the nature of the charge, and were afterwards conducted by the solicitor of the Medical Defence Union, who acted as quasi-prosecutors. North, J., was of opinion that the charge against the plaintiff was really that he had acted as "cover" of Harness, not merely to enable him to carry on the business of a medical electrician, but to practise as if he were a duly qualified medical practitioner; that this was a matter within the statutory jurisdiction of the council; and that, they having acted regularly and *bond fide* in their proceedings, the court had no power to interfere. His lordship was also of opinion that the two members of the council, who were also members of the Medical Defence Union, were not thereby incapacitated from taking part in the inquiry, and that the decision of the council was not invalidated on this ground. His lordship accordingly declined to grant an injunction. On the appeal it was argued that the charge against the plaintiff was one which could not properly form the basis of an inquiry into his conduct under section 29. It would, no doubt, be an offence for a duly qualified medical practitioner to "cover" an unqualified person—i.e., to lend his name to enable an unqualified person to act as if he were a duly qualified medical practitioner. But the charge against the plaintiff was that he acted as "cover" of Harness, or enabled him "to carry on the business or profession of a medical electrician, and to practise as if he were duly qualified." That was really a charge that Harness carried on the business of a "medical electrician" not the profession of a medical practitioner, and the words "duly qualified" meant duly qualified to act as a medical electrician. There was no evidence that Harness had ever professed to act as a qualified medical practitioner. Moreover, the two members of the council had such an interest in the matter under investigation as incapacitated them from acting as judges in the matter. It was well-settled law that a man could not act both as prosecutor and judge in the same matter.

THE COURT (Cotton, Bower, and Fry, L.J.) affirmed the decision, Fry, L.J., differing on the second point. Cotton, L.J., was of opinion that the words "duly qualified" in the charge against the plaintiff referred to Harness's qualification as a medical practitioner, and that the solicitor's letter did raise a charge of infamous conduct in a professional aspect. In his lordship's opinion it would be wrong to consider whether the council had arrived at a right conclusion. That was not a matter for the court. The court could only consider the evidence on which the council acted, for the purpose of seeing whether they had acted corruptly or with some ulterior motive. There was a charge which would justify the council in coming to the conclusion that the plaintiff had been guilty of infamous conduct under section 29, and there was no reason for saying that the proceedings had been improperly conducted. The second point was that the order must be considered as made by a non-competent tribunal, by reason of the constitution of the council, and, therefore, a nullity. The complaint against the plaintiff was brought by the Medical Defence Union, and two of the members of the council who were present when the case was considered were members of this Union. It was said

that they must be considered as prosecutors, and that they were, therefore, disqualified to act as judges. The rule was plain that a man could not be a prosecutor or plaintiff, and at the same time sit as a judge. It was clear to his lordship that the council were acting judicially in this matter. They had to decide judicially whether the charge against the plaintiff was well founded, and, if it was well founded, they had power to make an order which was of serious importance to him. The question was, Were these two gentlemen to be considered as complainants in this case? The objects of the Medical Defence Union were, on the one hand, to prosecute persons who offended against the Medical Act, and, on the other hand, to protect persons against whom unreasonable charges were made. The articles of association provided for the appointment of a council, and, except in one case, not material to the present question, all the powers of the union were vested in their council. Neither of these two gentlemen was a member of the council of the union, and they could not exercise any control over the proceedings taken by that council. The expenses of the complaint could not be thrown upon the plaintiff whatever might be the result, but would be borne by the Medical Defence Union, and the result would not affect the liability of these two gentlemen to contribute. The court must look at the substance of the thing, and it ought not to say that these gentlemen were incompetent to act merely because they were members of the Defence Union, at whose instance this complaint was brought forward, there being no bias on their part, and no pecuniary interest in the result. It must be remembered that it was quite as much an object of the union to defend those improperly attacked as to bring forward charges against offenders. Numerous cases had been cited, but it was only necessary to refer to one—*Reg. v. Allan* (4 B. & S. 915). There a man was convicted of an offence against the Fishery Acts on an information by a watcher appointed by a salmon fishery association. The convicting magistrates were all members of the association, and one of them was a member of the committee. The conviction was clearly bad, because one judge was a member of the committee. Cockburn, C.J., however, used language which seemed to shew that he thought the conviction would have been bad, even though one of the justices had not been a member of the committee. That language was not adopted by the other judges, and it must be read in connection with the facts of the case; but, if Cockburn, C.J., intended to go beyond the opinion of the other judges who decided that case, Cotton, L.J., was not prepared to follow him in such a case as the present. Bowen, L.J., concurred. He thought the proceedings of the Medical Council were in the nature of judicial proceedings, although the *form* was a domestic one, and the evidence was not given on oath. Upon the first point the only question was, whether that *forum* had acted honestly and within its jurisdiction. The statute said, "After due inquiry," which implied that the essential elements of natural justice should be observed. Upon the second point, he thought it was to be regretted that the two gentlemen in question had not retired from the council, because justice—like Caesar's wife—should be above suspicion. He hoped that in future the Medical Council would think it reasonable that those who sat to hear cases of this description should cease to be members of the Defence Union. Fry, L.J., concurred as to the first question, but differed upon the question of the competency of the council. It was clear that the council were acting judicially. It was said that they had power to act *mero motu*. That was true, but they did not in this case proceed in that way. The Medical Defence Union were complainants, although no doubt they acted through their council. The gentlemen who subscribed to that union must be presumed to be in sympathy with the general objects of the union, and to have a certain degree of confidence in the management. This question was, his lordship thought, concluded by *Reg. v. Allan*, which, though not binding upon the court, was, in his opinion, rightly decided. It was a matter of public policy that judges should be free from even the suspicion of bias.—COUNSEL, Rigby, Q.C., Cozens-Hardy, Q.C., and George Henderson; Everitt, Q.C., and Muir Mackenzie; Sebastian, SOLICITORS, R. Furber; Farrer & Co.; A. Fleet.

High Court—Chancery Division.

Re METROPOLITAN COAL CONSUMERS' ASSOCIATION; WAINWRIGHT'S CASE—KAY, J., 19th December.

COMPANY—APPLICATION TO REMOVE NAME FROM REGISTER ALLOWED—SPECIAL DAMAGE—INTEREST ON DEPOSIT.

This case (*ante*, p. 127) was mentioned again on the question what rate of interest was payable to Mr. Wainwright on the deposit paid by him upon his application for shares in the above company.

KAY, J.—I think the applicant is entitled to interest by way of special damage; it has been the course of the court to give interest in similar cases, and this case is one in which the court may now give it if it thinks fit. I quite agree that there ought to be evidence of special damage, but I cannot help inferring it from the fact that the applicant has been deprived of his money, which has remained in the coffers of the company. I do not, however, agree that I am bound by a hard and fast rule as to the rate. Interest at five per cent. has been formerly allowed because that was considered to be the mercantile rate; but it is very hard to say that it is the rate now, when from real *bond fide* good security you cannot get three per cent. I think four per cent. is enough.—COUNSEL, Martin, Q.C., and George White; Sir E. Clarke, S.G., Sir H. Davy, Q.C., and Henry Ferrell. SOLICITORS, W. A. Colyer; Claxton & Hamilton.

Re BAINBRIDGE, REEVES v. BAINBRIDGE—North, J., 16th December.

COMPANY—DIRECTOR—QUALIFICATION—HOLDING OF SHARES IN "OWN RIGHT"—AGREEMENT BY THIRD PARTY TO PROVIDE QUALIFICATION.

This was a summons by the executors and trustees of the will of H. G.

Bainbridge to determine a question arising in the administration of his estate—viz., whether, under a contract for the sale of a business in which he was a partner to a company, H. W. Bainbridge, his son, was entitled to receive 2,000 shares in the company out of the testator's estate. The contract, dated January 25, 1888, was for the sale to a trustee, on behalf of a company intended to be formed under the name of Henry Mitchell & Co. (Limited), of the business of brewers, carried on in partnership by Henry Mitchell and H. G. Bainbridge, in consideration partly of cash and partly of paid-up shares. Two sons of Mitchell, and H. W. Bainbridge, the son of the testator, were made parties to the agreement. The agreement provided that Mitchell and H. G. Bainbridge should sell to the company, when incorporated, and the company should purchase, the goodwill of the business and other property therein mentioned; that H. G. Bainbridge should act as managing director of the company for at least five years from its incorporation, at the end of which time, if he should retire, or upon his retirement at any subsequent time, he would accept a seat on the board as an ordinary director for the unexpired period of ten years; that upon his retirement, or in case of his death previously to his retirement, H. W. Bainbridge should succeed him and act as a managing director for the unexpired period of the term of ten years; that the company should pay to the managing directors for the time being during the period of ten years £3,000 per annum by way of remuneration for their services, such sum to be divisible amongst them as they should from time to time agree upon; that Mitchell and H. G. Bainbridge should and would provide their respective sons (parties to the agreement) with the necessary qualifications for a managing director. The company was afterwards registered, and the articles of association contained the following provisions:—That the directors should adopt on behalf of the company the agreement of the 25th of January, 1888; that Mitchell, the elder, H. G. Bainbridge, and Mitchell, the younger, should accept the offices and act as managing directors of the company for the term of ten years from its incorporation, provided (*inter alia*) that in case H. G. Bainbridge should retire after five years, or in case of his death, H. W. Bainbridge should act as managing director in his stead for the remainder of the term of ten years; that the qualification of every managing director, whether original or substituted during the period of ten years, should be the holding in his own right of shares or stock of the company of the nominal value of £25,000; that a managing director should not, while holding that office, be subject to retirement by rotation . . . but should be subject to removal, as the other directors of the company, if he ceased to hold the necessary qualification for a managing director, and also for all the causes for which an ordinary director might be removed; that the office of a director should be vacated (*inter alia*) if he ceased to hold the required amount of shares or stock to qualify him for the office, or did not acquire the same within one month after election or appointment; that the managing directors should be paid out of the funds of the company, by way of remuneration for their services, £3,000 per annum, to be divided among them as they should agree upon. The shares of the company were of the nominal value of £10 each. The testator in his lifetime transferred 500 shares to his son, H. W. Bainbridge, which he continued to hold. The testator died in August, 1888, having made a will dated before the sale of the business, so that his shares in the company formed part of the residue of his estate. After the death of the testator a dispute arose between his son and the company whether they were compelled to accept him as managing director. The testator's will was proved on the 25th of October, 1888, and on the 27th of October the executors transferred 2,000 shares in the company into the son's name, these shares, with the 500 which he previously held, making up his qualification of 2,500 shares as managing director; but the qualification was not acquired within a month after the death of the testator. On this ground the directors refused to admit the son as managing director. He brought an action, *Bainbridge v. Smith*, against the directors, and applied to restrain the directors from preventing his acting as managing director. The Court of Appeal (33 SOLICITORS' JOURNAL, 414, 41 Ch. D. 462) directed the motion to stand over to abide the result of a meeting of shareholders. In the result the shareholders refused to have the son as managing director, and he was left to his remedy in damages. The object of the present summons was to determine whether he was beneficially entitled to the 2,000 shares.

NORTH, J., held, on the construction of the agreement, that it did not bind the testator to give the son the qualifying number of shares. It must be borne in mind that the agreement was for the sale of the business to the company then intended to be formed; the object was to carry out the intended sale, and such an agreement was not one in which one would expect to find the terms of a family compact such as was sought to be inferred. The object of the agreement, that in certain events H. W. Bainbridge should become a managing director, was in favour of the purchasing company, that they should have the services of a person who was conversant with the management of the business in the place of the father when his services could no longer be had; and the stipulation to provide the qualifying shares was made with the company for the purpose of securing such services. On the whole, his lordship was of opinion that there was no contract with the son to give him the shares. Reliance had been placed on the provision in the articles that the qualifying shares should be held in the directors' "own right." It was said that implied that the father was to give the shares to him, that they were to be his own shares beneficially. If the point were entirely unfettered by authority, his lordship did not think anyone could entertain any doubt as to the meaning of the words "holding in his own right" introduced by laymen into such a document. The object was evidently to secure the services of a man who had a personal beneficial interest in the company; who would receive dividends if the company prospered, and would lose if the company failed. They did not want to

have as managing director a man who, though he held the requisite number of shares, had no personal interest in them. But then a difficulty arose by reason of the rule which applied to all companies, that they would not recognize trusts with regard to their shares. Whether the man held the shares beneficially or as a trustee for others, his name would appear on the register in the same way. The company must look at something else, and the question was, what was the legal test of "holding in his own right"? In *Pulbrook v. The Richmond Consolidated Mining Co.* (22 SOLICITORS' JOURNAL, 802, 9 Ch. D. 610) Jessel, M.R., said that the expression meant shares which the holder could dispose of himself without the consent of any other person, as distinguished from cases in which the register would show that the shareholder held the shares in some interest not his own, such as a trustee in bankruptcy, an executor or administrator, the husband of a married woman, a committee of a lunatic, or a guardian of an infant. But in *Bainbridge v. Smith* Cotton, L.J., pointed out that such persons would not be entered on the register as holding the shares in those capacities, but would be registered only as ordinary shareholders. Lindley, L.J., apparently thought that Jessel, M.R., had taken too wide a view. But he thought that view had been since acted upon to such an extent that it could not now be set aside. NORTH, J., said that he did not feel called upon to express any opinion on the point, for, as regarded the question which he had now to decide, he thought the opinions of Jessel, M.R., and the Court of Appeal were unanimous. The only point actually decided in *Pulbrook v. The Richmond Consolidated Mining Co.* was, that a man who had mortgaged his shares did not, if they remained registered in his name, cease to hold them "in his own right," subject to the mortgage. It was enough that he had the equity of redemption. In the present case if there was any bargain by the testator with his son, it was a bargain that the testator would do what was necessary to enable the son to hold the requisite number of shares "in his own right." There was nothing to show that the son was not to pay for the shares, and, after they had been transferred to him, he might have made an equitable mortgage of them to the father to secure the purchase-money. In this way the father could have fulfilled his contract without making any gift of the shares to the son. The result was, that the executors ought to take the necessary steps to obtain a re-transfer of the 2,000 shares by the son.—COUNSEL, E. Ford; COzens-Hardy, Q.C., and Farwell; Everett, Q.C., and C. C. Tucker. SOLICITORS, J. Harwood, Hill, Son, & Richards.

NEWCOMEN v. DODDS—North, J., 14th December.

ADMINISTRATION—PETITION FOR PAYMENT OF LEGACIES—CLAIM BY CREDITOR FOR REFUNDING OF LEGACIES—STOP ORDER.

This was a petition in an action for the payment of certain legacies bequeathed by a will out of moneys in court in the action which had been carried over to the separate accounts of the legatees. Some unpaid creditors of the testator had commenced another action against the petitioners to enforce payment of their debt out of the legacies, and they applied by summons in the present action for a stop order on the fund in court. The summons was issued on the 30th of October; the petition was presented on the 22nd of November; the writ in the other action was served on the 23rd of November.

NORTH, J., said that the creditors had not adopted the proper course in applying by summons for a stop order. They ought to have moved for an injunction in the other action. He would not make a stop order. He would make the order asked by the petition, but he would direct that it should not be delivered out before the 13th of January next, so as to afford the creditors an opportunity of moving in the other action. If before the 13th of January they obtained an order equivalent to a stop order, the order on the petition would not be delivered out.—COUNSEL, COzens-Hardy, Q.C., and Hart; F. W. Abrahams; J. F. Rubis; F. T. Procter; J. G. Butcher. SOLICITORS, M. Abrahams, Son, & Co.; Pritchard, Englefield, & Co.; Bowes, Cotton, & Bower; Hollams, Son, Coward, & Hawksley.

Re JOBSON, JOBSON v. RICHARDSON—North, J., 21st December.

WILL—CONSTRUCTION—VESTING—GIFT "FROM AND AFTER" DEATH OF TENANT FOR LIFE TO HER CHILDREN EQUALLY AT TWENTY-ONE.

In this case a question arose as to the vesting of a gift by will to the children of a tenant for life. The testator gave his real estate and the residue of his personal estate to his trustee, upon the trusts thereafter declared—viz., as to a specified leasehold house, upon trust to permit his daughter E. to receive the rents thereof for her life, and "from and after her decease" the house was to be "in trust for all the children of E., in equal shares as tenants in common, on their respectively attaining the age of twenty-one years." After declaring trusts of other parts of his real and residuary personal estate, the testator gave the residue on certain trusts. The will did not contain any directions as to the application of the rents of the leasehold house during the interval between the death of the tenant for life and the attainment of twenty-one by her children. E. survived the testator and married. There was only one child of the marriage, a daughter, who survived her mother, but who was an infant at the time of her mother's death. She afterwards died unmarried under twenty-one. The question was, whether the leasehold house vested in her absolutely upon her mother's death, in which case it passed to the infant's father as her next of kin, or whether, as the infant died under twenty-one, the house passed under the residuary trust.

NORTH, J., held that the house passed under the residuary trust. He said that, there being no direction in the will as to the application of the rents of the house after E.'s death and during the minority of her children no indication of the testator's intention as to vesting could be derived in

that way. The maintenance clause contained in the Conveyancing Act, 1881, would, no doubt, apply, but that could not throw any light on the construction of the will. That clause would apply equally whether the infant took a vested or a contingent interest. The question was, whether the use of the words "from and after" the death of E. operated to make a complete dedication of the house to her children. In his lordship's opinion it did not. He thought "from and after" only meant "subject to the interest of the tenant for life." If the effect of the words "from and after" was to vest the interest of the children only on the death of the mother, then, if a child attained twenty-one and died in the lifetime of the mother, it would take no interest whatever in the house. It was impossible to conceive that that could be the right construction, and *M'Lachlan v. Tsitt* (2 D. F. & J. 449) was a strong authority to shew that a child who attained twenty-one in the lifetime of the mother would take a vested interest. *Andrew v. Andrew* (1 Ch. D. 410), which had been relied upon as an authority in favour of vesting on the death of the mother, was distinguishable. Several considerations existed there which were not to be found in the present case, and there was nothing to indicate that the court would have arrived at the conclusion at which it did arrive had there been nothing in the will but the words "from and after." Cases in which a gift to children was followed by a gift over in default of issue were entirely distinguishable from the present case. There was no such severance and appropriation of the house to the children as there was in *Southern v. Vautier* (Cr. & Ph. 240). Suppose E. had had six children, and five of them had died under twenty-one, while the sixth attained twenty-one, if the construction insisted on was right, the father of the five infants would take five-sixths of the property, and the child who attained twenty-one would get only one-sixth. Having regard to all these considerations, his lordship could find no reason for holding that a child who survived the mother, but died under twenty-one, took a vested interest.—COUNSEL, H. Terrell; Medd; Skelton Cole. SOLICITORS, Indermaur & Brown; Maples & Co.

Re THE BAHIA CENTRAL SUGAR FACTORIES—North, J.,
21st December.

COMPANY—WINDING-UP PETITION—ALLEGATION OF NO ASSETS—WHOLE PROPERTY OF COMPANY COMPRISED IN DEBENTURE DEED.

This was a creditor's petition for the compulsory winding up of the company. The petition was supported by other unsecured creditors, but it was opposed by all the debenture-holders of the company, and by the company, on the ground that the whole of the property of the company was comprised in a deed of trust to secure the payment of the debentures, and that there would be no assets to administer if a winding-up order were made. The trust deed was not produced, and the petitioner's counsel contended that it ought, therefore, to be treated as non-existent, and that, at any rate, it was not shown that there would not be a surplus after paying the debentures.

North, J., said that he was not disposed to make a winding-up order yet, but he would give the petitioner an option of an inquiry, whether there were any, and what, assets of the company available for payment of the unsecured creditors of the company after satisfying the prior charges thereon, if any. He thought there was sufficient *prima facie* evidence of the existence of the trust deed. If it should turn out that there was a surplus, it might be proper then to make a winding-up order. If there was no surplus, he did not see why he should embarrass the debenture-holders by making a winding-up order, which could produce no benefit to the petitioner.

The petitioner's counsel accepted the proposed inquiry, and the petition was ordered to stand over for the purpose of the inquiry.—COUNSEL, Cosmo-Hardy, Q.C., and Swindon Eady; Carson; Mulligan; Etc. SOLICITORS, Francis & Johnson; Bompas, Bischoff, & Co.; W. M. Taylor & Son.

POSTLETHWAITE v. PORT PHILIP GOLD CO. (LIM.)—Stirling, J.,
22nd December.

COMPANY—WINDING UP—RECONSTRUCTION—LIMIT OF TIME FOR TAKING SHARES IN NEW COMPANY—COMPANIES ACT, 1862, s. 161.

In the early part of 1889, the Port Philip and Colonial Gold Mining Co. (Limited) went into voluntary liquidation with a view to reconstruction, and a liquidator was appointed. An extraordinary meeting of the shareholders was held on the 12th of April, at which resolutions were passed for the sale by the liquidator to a new company to be incorporated of the property of the old company, the consideration to be £20,000 to be paid by allotment to the liquidator or his nominees of 200,000 shares of 5s. each in the new company credited with 2s. paid thereon. The Port Philip Gold Co. (Limited) was then incorporated and a contract entered into with it for the purpose of carrying the resolutions into effect. On the 12th of June a circular was sent by the liquidator to each shareholder of the old company offering shares in the new company in accordance with the resolutions, and stating that if no application were received before the 25th inst. he would be deemed to have refused the allotment of shares in the new company. The plaintiff, who was a shareholder in the old company, did not attend any of the above-mentioned proceedings, but the various notices and the circular were duly received at his office. He made no application for shares in the new company within the time allowed, but on the 24th of August he filled up and returned the form of application. At that time, however, the liquidator had carried all the arrangements into effect, and was unable to give him any shares. The present action was therefore commenced for a declaration that the agreement between the old company and the new company was *ultra vires*, and for an injunction to restrain the old company and the liquidator from carrying it into effect except upon causing to be allotted to the plaintiff shares in accord-

ance with the resolutions of April. The plaintiff now moved to restrain the old company and the liquidator from parting with the assets of the old company, and to restrain the new company from dealing with assets already transferred to them otherwise than in the ordinary course of business. It was contended on behalf of the plaintiff that under section 161 of the Companies Act, 1862, a limit of time for exercising the option of taking shares in the new company could not be introduced.

STERLING, J., said that it was settled that, under section 161 of the Companies Act, 1862, a sale might be made for shares to which a liability attached, and that the new shares might be given directly to the shareholders of the old company, and not, in the first instance, to the liquidator. That could only be carried out by giving to every shareholder an option to take shares in the new company; and if that option were not exercised the shareholder would lose all his interest in the shares he might have taken, but would be bound by the resolutions. The question then arose within what time that option must be exercised, and the answer was that it must be exercised within a reasonable time. His lordship thought that the scheme was not vitiated by the insertion of a limit of time, provided that limit were reasonable, and in his opinion the limit allowed in the present case was reasonable.—COUNSEL, Graham Hastings, Q.C., and Farwell; Buckley, Q.C., and G. F. Hart; Gresmer Woods and D. M. Kirby. SOLICITORS, Snell, Son, & Gresmer; Michael Abrahams, Son, & Co.; Kirby, Son, & Verdin.

LEGAL NEWS.

OBITUARY.

MR. EUSTACE ANDERSON, solicitor, of 17, Ironmonger-lane, and of Mortlake, died at his residence, St. Leonard's, Mortlake, on the 2nd ult., in his seventy-first year. Mr. Anderson was admitted a solicitor in 1840, and he had practised for nearly fifty years in the City. He had been for some time associated in partnership with his sons, Mr. Eustace Anderson, jun., and Mr. John Eustace Anderson. Mr. Anderson had an extensive practice as a Scotch and Colonial agent, and he was a commissioner for taking affidavits in the Supreme Courts of the colonies of New South Wales, Victoria, Queensland, South Australia, West Australia, and Tasmania, and of the provinces of Nova Scotia, New Brunswick, Quebec, Ontario, and Manitoba. He was also a perpetual commissioner for Middlesex, Surrey, London, and Westminster. He was for many years vestry clerk of Mortlake Parish, and clerk to the Mortlake Burial Board. Mr. Anderson was formerly lieut.-col. in the Victoria Rifle Corps.

SIR CHARLES FARQUHAR SHAND, LL.D., died suddenly at Brighton, on the 14th ult., at the age of seventy-seven. Sir C. Shand was the third son of the Rev. James Shand, of Marykirk, Kincardineshire. He was educated at the University of Edinburgh, where he proceeded to the degree of LL.D. He was admitted a member of the Faculty of Advocates in Scotland in 1834, and he was called to the bar at Lincoln's-inn in May, 1876. He was the author of a treatise on The Practice of the Court of Session, and he was for several years counsel in Scotland to the Lords of the Treasury and the Commissioners of Woods and Forests. He formerly held a commission in the City of Edinburgh Rifle Volunteers. In 1860 he was appointed Chief Justice of Mauritius, and judge of the Vice-Admiralty Court. He received the honour of knighthood in 1869, and he retired from the bench in 1879. Sir C. Shand was married in 1850 to the daughter of Colonel Lee Harvey, of Castle Temple, Renfrewshire. Lady Shand died in 1877.

MR. GEORGE BATCHELOR, solicitor, of Newport and Cardiff, died at Newport on the 10th ult. Mr. Batchelor was admitted a solicitor in 1850, and he practised for nearly forty years at Newport, having also an office at Cardiff. He was for several years in partnership with Mr. Thomas Henry Belcher. Mr. Batchelor was appointed clerk and solicitor to the Newport School Board on its formation in 1872, and he occupied that position till his death. He was buried at the Newport Cemetery on the 14th ult. A resolution has been unanimously passed by the Newport School Board in testimony of the regret of the members at Mr. Batchelor's death and of their sense of the value of his public services.

MR. THOMAS CLARK ATKINSON, solicitor, died at Northallerton on the 12th ult., in his eighty-eighth year. Mr. Atkinson was one of the oldest solicitors in Yorkshire. He was articled to the late Mr. John Saunders Walker, of Northallerton. He was admitted a solicitor about the year 1824, and for about forty years he practised at Northallerton and at Richmond. He was associated in partnership with his brother, the late Mr. Richard Atkinson. Mr. Atkinson had an extensive business, and he was for many years deputy-registrar of deeds for the North Riding of Yorkshire. He had retired from practice about twenty years ago.

MR. THOMAS SIDGREAVES, formerly Chief Justice of the Straits Settlements, died at Malvern on the 22nd ult. Sir T. Sidgreaves was the son of Mr. George Sidgreaves, of Preston. He was educated at Stonyhurst College, and he graduated B.A. of the University of London in 1853. He was called to the bar at the Inner Temple in Trinity Term, 1857, and he formerly practised on the Northern Circuit. In 1871 he was appointed Chief Justice of the Supreme Court of the Straits Settlements. He received the honour of knighthood in 1874, and he retired from the bench on a pension in 1886. Sir T. Sidgreaves was married in 1871 to the daughter of Mr. George Young, of Saverley House, Staffordshire, and he leaves six children. He was a magistrate for Worcestershire.

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APPOINTMENTS.

SIR JOHN ELDON GORST, Q.C., M.P., Under-Secretary of State for India, has been appointed a member of the Privy Council. Sir J. Gorst is the second son of Mr. Edward Chaddock Gorst, of Preston. He was formerly Fellow of St. John's College, Cambridge, where he graduated as third wrangler in 1857. He was called to the bar at the Inner Temple in Easter Term, 1865, and he formerly practised on the Northern Circuit. He became a Queen's Counsel in 1875. He was M.P. for Cambridge in the Conservative interest from 1866 till 1868, and he has been M.P. for Chatham since 1875. He was Solicitor-General from July, 1885, till January, 1886, and he was appointed Under-Secretary of State for India in the following July. He received the honour of knighthood on his appointment as Solicitor-General.

SIR RONALD LETHBRIDGE, C.I.E., M.P., has been created a Companion of the Order of the Star of the Indian Empire. Sir R. Lethbridge is the eldest son of Mr. Ebenezer Lethbridge. He was formerly scholar of Exeter College, Oxford, where he graduated second class in Classics in 1863. He was successively Professor of Political Economy in the University of Calcutta, Principal of Krishnaghur College, Bengal, and Press Commissioner for India. He was called to the bar at the Inner Temple in June, 1880. Sir R. Lethbridge has been M.P. for the Northern Division of the borough of Kensington in the Conservative interest since November, 1881.

MR. RALPH DANIEL MAKINSON LITTLE, Q.C., has been created a Civil Companion of the Order of the Bath. Mr. Little is the second son of the Rev. Robert Little. He was educated at University College, London, and he graduated B.A. of the University of London in 1854. He was called to the bar at the Inner Temple in Easter Term, 1857, but he afterwards migrated to the Middle Temple. He practises on the Northern Circuit and at the Parliamentary bar, and he was for several years a revising barrister. He became a Queen's Counsel in 1873. Mr. Little is a bencher of the Middle Temple, a magistrate for the county of Middlesex, and chairman of the Middlesex County Council.

MR. WILLIAM WARD DUFFIELD, solicitor (of the firm of Duffield & Bruty), of 6, Tokenhouse-yard, and of Chelmsford and Waltham Abbey, has been appointed Clerk to the Sandon School Board. Mr. Duffield was admitted a solicitor in 1846. He is registrar of the Chelmsford County Court, and clerk to the county magistrates, to the Chelmsford Board of Guardians, and to the Chignal, Rettendon, Good Easter, and Great Leighs School Boards, and superintendent-registrar for the Chelmsford District. He is an alderman for the borough of Chelmsford. His partner, Mr. William John Bruty, is registrar of the Waltham Abbey County Court.

MR. THOMAS ROWLAND DRAKE WRIGHT, barrister, has been appointed Recorder of the borough of Pontefract, on the resignation of Judge Odman. Mr. Wright is the son of the Rev. Thomas Booth Wright, Rector of Broughton, Lincolnshire. He was educated at Trinity Hall, Cambridge, where he graduated in the second class of the law tripos in 1875. He was called to the bar at the Middle Temple in April, 1877, and he is a member of the North-Eastern Circuit, practising locally at Bradford.

MR. CHARLES JAMES MANNING, barrister, who has been appointed Chief Judge in Bankruptcy for the Colony of New South Wales, is the second son of Mr. Edge Manning, of Sydney. He was educated at Corpus Christi College, Oxford. He was called to the bar at Lincoln's-inn in Michaelmas Term, 1865, and he was formerly a member of the Western Circuit.

MR. FRANCIS HENRY JUNNE, Q.C., has been appointed a Magistrate for the county of Essex.

MR. THOMAS HENRY LINDOP, solicitor, of Torquay, has been appointed Clerk to the County Magistrates at that place. Mr. Lindop was admitted a solicitor in 1867.

MR. HERBERT USHER, solicitor, of Market Weighton and Middlethorpe, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

MR. SHERARD ARTHUR ASHINGTON, solicitor (of the firm of Swift & Ashington), of Southport, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

MR. ARTHUR DUNCOMBE, barrister, M.P., has been elected Chairman of Quarter Sessions for the East Riding of Yorkshire. Mr. Duncombe is the second son of Admiral the Hon. Arthur Duncombe. He was educated at Eton and at University College, Oxford, and he was called to the bar at Lincoln's-inn in Trinity Term, 1867. Mr. Duncombe is a magistrate and deputy-lieutenant for the North and East Ridings, and he has been M.P. for the Howdenshire Division of the East Ridings since 1885.

MR. EDWARD FALCONER LITTON, Q.C., Irish Land Commissioner, who has been appointed Judicial Commissioner under the Irish Land Acts, on the resignation of Mr. Justice O'Hagan, is the son of Mr. Daniel Litton. He was called to the bar at Dublin in 1849, and he became a Queen's Counsel in 1874. He was M.P. for the county of Tyrone in the Liberal interest from April, 1880, till August, 1881, when he was appointed a member of the Irish Land Commission.

MR. GERALD FITZGERALD, barrister, who has been appointed a Member of the Irish Land Commission, is the eldest son of the late Lord Fitzgerald, Lord of Appeal in Ordinary. He was called to the bar in Ireland in 1871, and in 1886 he was appointed county court judge and chairman of quarter sessions for Meath, Westmeath, Longford, and King's County.

MR. WILLIAM HICKSON, Q.C., who succeeds Mr. Commissioner Fitz-

gerald as Judge of County Courts for Meath, Westmeath, Longford, and King's County, was called to the bar in Ireland in 1846. He became a Queen's Counsel in 1880, and he is a member of the Munster Circuit.

MR. ROBERT PALMER HARDING, Chief Official Receiver in Bankruptcy, has received the honour of Knighthood.

The Marquis of Bath has been elected Chairman of the Wiltshire Quarter Sessions.

CHANGES IN PARTNERSHIP.

DISSOLUTIONS.

JNO. MACFARLANE and FRANKLIN G. LEFRAY, solicitors (Macfarlane & Lefray), 15, George-street, Mansion House, London. Nov. 15. The business is now carried on by Franklin George Lefray alone.

HENRY MASON, THOMAS CHALLEN GREENFIELD, and HENRY MASON, jun., solicitors (Lindsay, Mason, Greenfield, & Mason, and Lindsay & Co.), 84, Basinghall-street, London. June 30, 1888. So far as regards the said Henry Mason, who has retired. The said Thomas Challen Greenfield and Henry Mason, jun., will continue to practise as solicitors in partnership at 84, Basinghall-street aforesaid under the style or firm of Lindsay, Greenfield, & Mason.

[*Gazette*, Dec. 24.]

CECIL DAVID TRAVERS-WIRE and AUBREY WILLIAM RAKE, solicitors (Wire & Rake), 24 and 26, Basinghall-street, London. Dec. 23.

[*Gazette*, Dec. 27.]

GENERAL.

It appears from the *Publishers' Circular* that there were only sixty-six new law books published in 1889, as against 115 in 1888; and forty new editions of law books, as against fifty-seven in 1888.

It is announced that the condition of Judge Bristow improves daily. The wound is now completely healed, and he is able to walk about the accident ward of the General Hospital without pain. No secondary risks are feared, and it is probable that his Honour may leave the hospital in a few days.

The Local Government Board have issued a circular to county councils in England and Wales, pointing out that the question of areas will have to be considered and determined in connection with the constitution of district councils, and that it is obviously undesirable that there should now be a disturbance of the existing areas, with all the consequent adjustment of properties and interests, when, as the result of further legislation, it is possible that the areas, if altered now, may again have to be altered at no distant date. The board consider, therefore, that the most convenient course will be that the local inquiries as regards the representations of the county councils should be deferred.

Sir Robert Palmer Harding, says the *Daily Telegraph*, who has received the honour of knighthood on his approaching retirement from the position of Chief Official Receiver in Bankruptcy, was appointed to that office by Mr. Chamberlain, at a salary of £2,000 per annum, on the understanding that he was to hold office for a term of five years, and to have no claim to pension on retirement. That term had been extended by the Board of Trade for a further period of eighteen months, which will expire at the end of the present financial year. It is probable that some reduction of expenditure will be effected in the Official Receiver's Department on the retirement of Sir Robert Harding, by the abolition of the office of "Chief Official Receiver" and the promotion of two or more of the present assistant-receivers, who will act under the directions of the Bankruptcy Department of the Board of Trade.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT	MR. JUSTICE	MR. JUSTICE
	No. 2.	KAY.	CHERRY.
Tuesday Jan.....	7 Mr. Bea	Mr. Holt	Mr. Godfrey
Wednesday.....	8 Pugh	Farmer	Leach
Thursday.....	9 Bea	Holt	Godfrey
Friday.....	10 Pugh	Farmer	Leach
Saturday.....	11 Bea	Holt	Godfrey
		Mr. Justice NORTH.	Mr. Justice KEEKWICK.
Tuesday Jan.....	7 Mr. Jackson	Mr. Carrington	Mr. Ward
Wednesday.....	8 Clowes	Lavie	Pemberton
Thursday.....	9 Jackson	Carrington	Ward
Friday.....	10 Clowes	Lavie	Pemberton
Saturday.....	11 Jackson	Carrington	Ward

WINDING UP NOTICES.

London Gazette.—TUESDAY, DEC. 4.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ABOUKIR BAY TREASURE RECOVERY CO. LIMITED.—Petition for winding up presented Dec. 17, directed to be heard before North J. on Saturday, Jan. 25, Nichols, Holles st, Cavendish sq., solicitor for petitioners.
GUARDIAN HORSE, VENISON, AND GENERAL INSURANCE CO. LIMITED.—Creditors are required, on or before Jan. 31, to send their names and addresses, and the particulars of their debts or claims, to Frederick William Smith, st, Wool Exchange, Coleman st. Tuesday, Feb. 18 at 12, is appointed for hearing and adjudicating upon debts and claims.

HOMER DISTRICT CONSOLIDATED GOLD MINES, LIMITED.—By an order made by Kay, J., dated Dec 14, it was ordered that the company be wound up. Munns & Longden, Old Jewry, solors for petnor

HUBERT LEAD MINES, LIMITED.—By an order made by Chitty, J., dated Dec 14, it was ordered that the company be wound up. McDiarmid & Teather, Newman's ct., Cornhill, solors for petnor

J. CLARK & CO., LIMITED.—Kay, J., has, by an order dated Nov 7, appointed John Francis Clarke, 41, Coleman st., to be official liquidator

LEEDS AND BRADFORD GLASS CO., LIMITED.—Stirling, J., has, by an order dated Dec 12, appointed John Routh, Leeds, to be official liquidator

NIAGARA LIMITED.—By an order by North, J., dated Dec 14, it was ordered that Niagara Limited be wound up. Edmonds & Edmonds, Gray's Inn sq., solors for petnor

THE CENTRAL MINING COMPANY OF DORFORTONEN LIMITED.—Creditors are required, on or before Jan 1, to send their names and addresses, and the particulars of their debts and claims, to Louis Floersheim, 4, Bank bldgs, Sydney, Finsbury circus, solor for liquidator

London Gazette.—FRIDAY, Dec. 27.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ATKINS FILTER AND ENGINEERING CO., LIMITED.—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims to Frederic Joseph Tingle, 110, Cannon st., Friday, Feb 14, at 12, is appointed for hearing and adjudicating upon the debts and claims

AUSTRO-HUNGARIAN GOLD EXTRACTION CO., LIMITED.—Petition for winding up, presented Dec 24, directed to be heard before Chitty, J., on Jan 18 Beal, Regent st., solor for petnor

BRITISH AND COLONIAL LAND ASSOCIATION, LIMITED.—The Vacation Judge has, by an order dated Sept 19, appointed Algernon Osmond Miles, of 28, King st., Cheapside, to be official liquidator

HOMER DISTRICT CONSOLIDATED GOLD MINES, LIMITED.—Kay, J., has fixed Tuesday, Jan 9, at 12, at his chambers, for the appointment of an official liquidator

PATILLOV RAILWAY CO., LIMITED.—Chitty, J., has fixed Tuesday, Jan 7, at 12, at his chambers, for appointment of an official liquidator

RIO DEL ORO GOLD MINES, LIMITED.—North, J., has fixed Jan 8, at 12 45, at his chambers, for appointment of an official liquidator

SAVOY BUILDING CO., LIMITED.—Creditors are required, on or before Jan 30, to send their names and addresses, and the particulars of their debts or claims, to James Holah, 6, Moorgate st., Thursday, Feb 6, at 12, is appointed for hearing and adjudicating upon debts and claims

THE RED ROCK GOLD MINING CO., LIMITED.—Creditors are required, on or before Feb 20, to send their names and addresses, and the particulars of their debts or claims, to Jonathan Aldous Mays, 25, Old Broad st., Hartree & Co., Coleman st., solors for company

THE STRAMMELP "BARRACOUTA" CO., LIMITED.—Creditors are required, on or before Feb 20, to send their names and addresses, and the particulars of their debts or claims, to William Binney, 13, St Helen's place, Simpson & North, Liverpool, solors for liquidators

WOLVERHAMPTON, STOUR STRATEON, AND DISTRICT TRAMROADS CO., LIMITED.—North, J., has, by an order dated Dec 17, appointed Stephen Prescott White D'Ale, Sellon, 22, Euston sq., to be official liquidator

FRIENDLY SOCIETIES DISSOLVED.

BRETHFEE FRIENDLY SOCIETY, Leighton Buzzard, Bedford Dec 20
GREATWORTH FRIENDLY SOCIETY, Greatworth, Northampton Dec 20
NORTH-EASTERN RAILWAY (No 3) MUTUAL BENEFIT SOCIETY, N E R Literary Institute, High Half-Moon lane, Gateshead, Durham Dec 20

London Gazette.—TUESDAY, Dec. 31.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

GREENWICH FERRY CO., LIMITED.—Petition for winding up, presented Dec 27, directed to be heard before Stirling, J., on Saturday, Jan 18 Barker, Union ct., Old Broad st., solor for the petnor

HUBERT LEAD MINES LIMITED.—Chitty, J., has fixed Wednesday, Jan 8, at 12, at his chambers, for the appointment of an official liquidator

JOHANNESBURG HOTEL CO., LIMITED.—Chitty, J., has fixed Thursday, Jan 9, at 12, at his chambers, for the appointment of an official liquidator

LAKE CITY MINING CO., LIMITED.—Creditors are required, on or before March 1, to send their names and addresses, and particulars of their debts or claims, to Horace Woodburn Kirby, 19, Bircham lane, Tuesday, March 11, at 12, is appointed for hearing and adjudicating upon debts and claims

NEWCASTLE-UPON-TYNE STEAM BOILER INSURANCE CO., LIMITED.—Creditors are required, on or before Jan 11, to send their names and addresses, and particulars of their debts or claims, to Thomas Gillespie, Cross House chbrs, Westgate rd, Newcastle on Tyne

FRIENDLY SOCIETIES DISSOLVED.

COURT CYFFRIONED, ANCIENT ORDER OF FORESTERS BENEFIT SOCIETY, Castle Caereinion, Montgomery. Dec 27

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Dec. 30.

BADERMACH, CHRISTINA MILLER, Seaford, Lancs. Jan 25. Evans & Co., Liverpool

BLOUNT, Right Hon CHARLOTTE JANE, Gerrard's Cross, Bucks. Jan 31. Bolton & Co., Temple gds, Temple

BOTTING, HINNEY, Westminster, Sussex, Farmer. Feb 4. Hillman, Lewes

BOWMAN, WILLIAM WALTER McCULLOCH. Jan 31. Watson & Dendy, New castle upon Tyne

BURL, FREDERICK GOTTLON, Burlington Arcade, Piccadilly, Boot Manufacturer. March 1. Holmes, King st., Cheapside

CHAMPION, SAMUEL SHEPPARD, Patcham, Sussex, Farmer. Feb 3. Champion & Sons, Ironmonger lane

CLARKE, HANNAH, Ashton under Lyne. March 16. Whitaker, Duchy of Lancaster Office

CRIFF, JOHN, Brighton, Coachbuilder. Jan 31. Sawyer, Brighton

CROSBY, HANNAH, Seville Mount, Halifax. Jan 15. R. M. & J. M. Kerr, Halifax

FOREMAN, JOSEPH, Hippo holme, Halifax, Gent. Jan 31. Walshaw, Halifax

GOCHE, Sir DANIEL, Bart, Clewer Park, nr Windsor. Jan 31. Merriman & Co., Architects

HAMPSON, WILLIAM, Leigh, Lancs, Gent. Jan 30. Widows, Leigh

HANSON, WILLIAM, Wyke, nr Bradford, Engineer. Jan 15. Bedson & Ackroyd, Bradford

HILL, LILLIAS GILFILLAN, Streetley on Thames, Berks. Jan 31. Ticehurst & Sons, Cheltenham

HOWARD, CAROLINE, Rochdale. Jan 22. Standring & Co., Rochdale

INGLIS, ANN, Walton on the Hill, Liverpool. Jan 22. Jones & Kitchingman, Liverpool

LAMBERT, JOHN, Swinithwaite, West Witton, Yorks, Farmer. Jan 20. Chapman, Leyburn, Yorks

LANGDON, MARY ANN, Leamington. Jan 20. Wright & Haasall, Leamington

LEA, Ven. WILLIAM, Droitwich, Clerk in Holy Orders and Archdeacon of Worcester. Jan 15. J. & F. Holyoake, Droitwich

LEGAT, WILLIAM, Whitwell, Derby, Tailor. Jan 27. Marsh & Son, Rotherham

LEGGON, ELIEZ, Rotherham. Feb 1. Oxley & Coward, Rotherham and Sheffield

LONGBOTTOM, JOE, Curzon Park, nr Chester, Hop Merchant. Jan 31. Lancashire, Manchester

LUKIN, WILLIAM HUGO, Downham Rectory, Essex, Clerk in Holy Orders. Jan 31. Whitakers & Woolbert, Lincoln's Inn fields

MARNER, HENRY GOODWIN, Holly park, Crouch hill. Feb 14. Ashbridge, Whitechapel rd

MARTIN, RICHARD, New London st, Mark lane, Cork Merchant. Jan 16. Kingford & Co., Essex st, Strand

MAXWELL, THOMAS, Liverpool, Esq. Feb 28. Bateson & Co., Liverpool

MELVILLE, Right Hon ALEXANDER LESLIE, Earl of Leven and Melville, Upper Grosvenor st. Feb 8. Godden & Co., Old Jewry

MERRITT, THOMAS, Lee, Kent, Esq. Jan 31. Syms & Son, Furnival's inn

MOSLEY, ELIZABETH, Hull. Jan 20. Myer, New Bridge st

PEAKE, THOMAS CROSS, Hallaton, Leicestershire. Clerk. Jan 27 Bond & Co., Leeds

RABY, CAMILLA BROOKS, Allerton, Lance. Jan 23. Brenner & Son, Liverpool

RICHARDSON, MARY ANN, Maida vale. Jan 25 Hopwood & Son, Chancery lane

SEALEY, SARAH, Weston-super-Mare. Feb 1 Baker & Co., Weston-super-Mare

SMITH, SUSANNA, Far Headingley. Jan 28 Simpson, Leeds

WILLIAMS, CHARLES, Salisbury, J P. Jan 31 Green & Williams, Nottingham

WILLIAMS, CHARLES HENRY, Clifton, nr Bristol, Esq. March 25 Greenway & Bythway, Pontypool

WINGFIELD, Commander EDWARD JOHN, Bedford pk, Chiswick. Feb 15 Wynne & Son, Lincoln's Inn fields

WINGFIELD, FRANCIS JOHN TREVOR, Toddington, Beds. Jan 20 Warrens, Gt Russell st

London Gazette.—TUESDAY, Dec. 24.

ANCLIFFE, WILLIAM, Mansfield Woodhouse, Notts, Farmer. Jan 31. Alecock, Mansfield

BEVINS, ELLEN, Chard, Somerset. Jan 8. Clarke & Lukin, Chard

BISMIRE, FREDERICK JOHN, North End rd, Fulham, Licensed Victualler. Feb 20. Hunt, New inn

BRAITHWAITE, CHARLOTTE, Holmdale, Cheltenham. Jan 10. Wood, Cheltenham

BUTTERWORTH, EDWIN, Rochdale, Cotton Spinner. Jan 28. Standring & Co., Rochdale

CATTLE, THOMAS, Alconbury Hill, Hunts, Retired Farmer. Jan 31. Hunnibun & Sons, Huntingdon

COULBOY, JAMES BEVAN, Penzance, Merchant. Jan 28 Trythall & Bodilly, Penzance and Jenkins, Falmouth

DANIELS, JAMES, Bolton, Beerseller. Jan 16. Ryley, Bolton

DENTON, JOHN, Wisewood, Ecclesfield, Yorks, Forge man. Jan 30. Thompsons, Sheffield

FAIR, FREDERICK, Elm pk grdn, Chelsea. Feb 22. Cunliffe & Davenport, Chancery in

GEORGE, THOMAS WILLINGTON, Chapel Allerton, nr Leeds, Gent. Jan 31. Rawson & Co., Leeds

GRANT, ALEXANDER, Cheltenham, Esq., C.I.E. Feb 1. Winterbothams & Gurney, Cheltenham

HANSON, JAMES METCALFE, Cowley, Uxbridge, Gent. Jan 30. Allen & Son, Carlisle st, Soho sq

IRRELAND, JOHN, Crewe, Locomotive Inspector. Feb 15. Hill, Crewe

JACKSON, JOHN, Pocklington, Yorks, Farmer. March 1. Robson, Pocklington

JACKSON, RICHARD, Garstang, Lancs, Gent. Jan 24. Charnley & Co., Preston

MANCHESTER, JOHN, Cadley, nr Preston, Gent. Feb 1. Shuttleworth & Cummins, Preston

MCCULLOCH, WILLIAM, Princess rd, Regent's Park, Horse Buyer. Jan 31. Allingham, Throgmorton avenue

NICHOLSON, ISABELLA, Ripley, Yorks. Feb 1. Wise & Son, Ripon

NIXON, MARGARET, Burnley. Jan 31. Smith, Burnley

PADGETT, JOSEPH CAWKWELL, Guiseley, Yorks, Gent. Feb 4. Nelson & Co., Leeds

SMITH, GEORGE, Carshalton, Surrey, Gent. Feb 20. Robins & Co., Gresham House

SMITH, JOHN RUSSELL, Salcott rd, Battersea rise. Jan 20. Ross & Douglass, Norther, New ct, Carey st

STANHAMS, CHARLES RICHARD, Edwards terr, Kensington, Builder. Feb 15. Roux & Co., Cannon st

STEEL, HARRY, Birmingham, Hairdresser. Jan 27. Thomas, Birmingham

STURDY, THOMAS CUTTLE, Liverpool, Gent. Jan 25. Tetlow, Liverpool

TONKIN, GEORGE, Carlton House terrace, Esq. Feb 1. Farrer & Co., Lincoln's Inn fields

TURNER, JOHN, Adam Snickle rd, nr Holmfirth, Yorks, Gent. Jan 14. Miller, Holmfirth and Huddersfield

VERNON, WILLIAM FREDERICK, Uxbridge, Esq. Jan 31. Lowe & Co., Temple Gardens

WATKINS, Rev. HENRY GEORGE, M.A., Potter's Bar. Feb 1. Leslie & Hardy, Bedford row

WESTGAERTHER, WILLIAM, Finch lane, Australian Agent. Feb 15. Nicol & Co., Lime street

WINGROVE, WILLIAM TRINGHAM, Marlow, Hemel Hempstead, Herts, Gent. Jan 31. Hilleary, Fenchurch bldgs

WARNING TO INTENDING HOUSES PURCHASERS & LESSERS.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, late 115, Victoria-st, Westminster (Established 1876), who also undertake the Ventilation of Offices, &c.—[ADVT.]

A GOOD INVESTMENT.—To purchase a house by a small deposit and a monthly payment of from £5. to 10s. in addition to the rent (for a period only), is one of the safest and best investments to make. It requires but a small expenditure of capital, whilst it provides a future permanent income.—Apply for further information to the SECRETARY, Temperance Permanent Building Society, 4, Ludgate-hill, London, E.C.—[ADVT.]

Jan. 4, 1890.

THE SOLICITORS' JOURNAL.

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BANKRUPTCY NOTICES.

London Gazette—TUESDAY, Dec. 24.

RECEIVING ORDERS.

APPLETON, ARTHUR HENRY, Preston on Tees, Darlington, Lieutenant in 18th Hussars Stockton on Tees and Middlesborough Pet Dec 23 Ord Dec 18

APPLETON, HENRY, Coborn st, Bow, Provision Dealer High Court Pet Dec 31 Ord Dec 21

BALE, JOHN SNOW MANLEY, Upper Tooting, Surrey, formerly Draper's Assistant Wandsworth Pet Dec 17 Ord Dec 17

BRADFIELD, SAMUEL BIET, Norwich, Commission Agent Norwich Pet Dec 30 Ord Dec 20

BROWN, PURRANT, Leicester, Builders' Merchant Leicester Pet Dec 19 Ord Dec 19

BULLOCK, WILLIAM, Leighton grove, Kentish Town, Commercial Traveller High Court Pet Dec 20 Ord Dec 20

CRAKE, JOSEPH ALBION, Houndsditch, Wholesale Clothier High Court Pet Dec 19 Ord Dec 19

CROMACK, JOHN, Leeds, Dead Furniture Maker Leeds Pet Dec 20 Ord Dec 20

DANTWALL, THOMAS, Norbiton, Surrey, Butcher Kingston, Surrey Pet Dec 18 Ord Dec 18

DOUFE, WILLIAM, Westow, Yorks, Tailor Scarborough Pet Dec 12 Ord Dec 12

FLOWER, ALFRED JOHN WILLIAM SAUNDERS, Kinson, Dorset, House Painter Poole Pet Dec 18 Ord Dec 18

FOX, JAMES, Cleethorpes, Lincs, Plumber Great Grimsby Pet Dec 18 Ord Dec 18

GALL, EMMIS, Oxford st, Restaurant Keeper High Court Pet Dec 20 Ord Dec 20

GIFFORD, WALTER G., late Stanhope gdns, Queen's gate, late Officer in H.M. Army High Court Pet Nov 21 Ord Dec 20

HALL, HENRY STEPHENSON, Rossiter rd, Balham, Clerk to a Lithographer High Court Pet Dec 6 Ord Dec 20

HART, THOMAS, Heaton Norris, Lancs, Pharmaceutical Chemist Stockport Pet Dec 19 Ord Dec 19

HATHAWE, RICHARD JOHN, Castle st, Long acre, Licensed Victualler High Court Pet Nov 12 Ord Dec 21

HILLS, GEORGE, Burwell, Cantab, Farmer Cambridge Pet Dec 21 Ord Dec 21

KEMP, HARRY, Rotherham, Confectioner Sheffield Pet Dec 21 Ord Dec 21

MOWSON, HENRY JOHN, Hogarth rd, Earl's Court High Court Pet Aug 27 Ord Dec 19

MORRIS, RICHARD, Gloucester, Cabinet Manufacturer's Manager Gloucester Pet Dec 21 Ord Dec 21

NEEDLE, GEORGE, Kingston upon Hull, Cooper Kingston upon Hull Pet Dec 20 Ord Dec 20

PAPPIN, RICHARD, Little James' st, Gray's inn rd, Law Stationer High Court Pet Dec 20 Ord Dec 20

PATTISON, JESSE NASSON TAYLOR, Leeds, Commercial Traveller Pet Dec 20 Ord Dec 20

POULTON, CHARLES, Ipswich, Mineral Water Manufacturer Ipswich Pet Dec 16 Ord Dec 20

REYNOLDS, ARTHUR, Warwick, Coal Merchant Warwick Pet Dec 17 Ord Dec 17

SIMPSONS, RICHARD, Blackburn, Jeweller Blackburn Pet Nov 26 Ord Dec 20

SUDONS, WALTER, Sheffield, Cattle Dealer Sheffield Pet Dec 6 Ord Dec 19

TURNER, FELICIA, Ullenhall, Warwickshire, formerly Licensed Victualler Warwick Pet Dec 6 Ord Dec 19

UPTON, JOSEPH PAKER, Bartholomew rd, Kentish Town, Provision Merchant High Court Pet Dec 21 Ord Dec 21

WALKER, HENRY, Chorlton upon Medlock, Manchester, Baker Manchester Pet Dec 21 Ord Dec 21

WHITINGHAM, C. Chatham, late Coal Dealer Rochester Pet Dec 3 Ord Dec 19

WILD-MITH, JOHN WESTWOOD, Balsall Heath, Worcester, out of business Birmingham Pet Dec 20 Ord Dec 20

WILLIAMS, GEORGE RICHARDS, Falmouth, Shipwright Falmouth Pet Dec 21 Ord Dec 21

FIRST MEETINGS.

ASHMORE, CHARLES, Walsall, Butcher Jan 23 at 11.15 Off Rec, Walsall

BARKINGE, WILLIAM JAMES JOSEPH SMITH, Ludgate circus buildings, Wholesale Provision Merchant Jan 14 at 12 Bankruptcy bldgs, Portugal st, Lincoln's Inn fields

BARNETT, THOMAS, Appleton, Lancs, Cooper Jan 2 at 3 Off Rec 30, Victoria st, Liverpool

BEARD, WILLIAM, Cheltenham, Baker Jan 2 at 11 County court buildings, Cheltenham

BIRD, EDGAR GEORGE, Guildford, Surrey, Fishmonger Jan 1 at 1 Borough and County Hall, Guildford

BRADFIELD, SAMUEL BIET, Norwich, Commission Agent Jan 4 at 12 Off Rec 8, King st, Norwich

BLANTON, FREDERICK ROBERT EDWARD, Crooked Lane, Engineer Jan 10 at 13 Bankruptcy bldgs, Portugal st, Lincoln's Inn fields

BROWNE, GEORGE, Ryde lane, Peckham, Oak Proprietor Jan 14 at 11.30 Carey st, Lincoln's Inn fields

BROCKWAY, THOMAS GODDARD, Nailsworth, Glos, Commercial Traveller Jan 1 at 11.30 Railway Hotel, Nailsworth

BROWN, PURRANT, Leicester, Builders' Merchant Jan 3 at 3 Off Rec 34, Friar lane, Leicester

BUCKINGHAM, JOHN, Clechwarton, Norfolk, Machine Owner Jan 16 at 10.30 Courthouse, King's Lynn

CHEGO, THOMAS BENJAMIN, Batley Carr, Dewsbury,

Munro Manufacturer Jan 2 at 3 Off Rec, Bank chambers, Batley

CLOUGH, JAMES, Pike Hill, nr Burnley, Farmer Jan 9 at 2 Exchange Hotel, Nicholas st, Burnley

COLLINGS, ROSE, and CLARA COLLINGS, Bootle, Lancs, Boot Dealers Jan 3 at 2 Off Rec, 35, Victoria st, Liverpool

COYLE, WILLIAM, Manchester, Ladies' Tailor Dec 31 at 1 Off Rec, Ogden's chbrs, Bridge st, Manchester

CROSBY, MARTHA, Scarborough, Saddler Jan 3 at 11 Off Rec, 74, Newborough st, Scarborough

CULVER, SAMUEL ELIJAH, and ISAAC EDWIN CULVER, Pemberton Works, Hackney, Cocoa Manufacturers Jan 10 at 11.30, Carey st, Lincoln's Inn fields

DUFF, WILLIAM, Westow, Yorks, Tailor Jan 3 at 3.30 Off Rec, 74, Newborough st, Scarborough

DYER, JOHN HENRY, White Horse Lane, South Norwood, Bookbinder's Clerk Dec 31 at 3 119, Victoria st, Westminster

EARLIE, JOHN FREDERICK, and CHARLES WILLIAM LITTLE, Gt Grimsby, Mast Makers Dec 31 at 12.30 Off Rec, 5, Haven st, Gt Grimsby

EARLIE, JOHN FREDERICK (Separate Estate), New Cle, Lincs, Mast Maker Dec 31 at 1 Off Rec, 5, Haven st, Gt Grimsby

FLOWER, ALFRED JOHN WILLIAM SAUNDERS, Kinson, Dorset, House Painter Jan 8 at 11.15 King's Head Hotel, Wimborne

GENTBY, CHARLES HERBERT, Gipsy Hill, Norwood Jan 10 at 2.30 23, Carey st, Lincoln's Inn fields

GIBBY, WILLIAM HENRY, Pembroke Dock, Haulier Jan 7 at 1.30 Temperance Hall, Pembroke Dock

GRANICKSTADTEN, JOSEPH, and SAMUEL WALTON, Manchester, late Managers in the employ of a Limited Company Jan 9 at 3 Off Rec, Ogden's chbrs, Bridge st, Manchester

GREEN, JOHN, and FRANK LOVELL LEE, Amherst rd, Hackney, Builders Jan 9 at 11 Bankruptcy bldgs, Portugal st, Lincoln's Inn fields

HAMMOND, CHARLES WALTER, Ashford, Draper's Assistant Dec 31 at 3 Saracen's Head Hotel, Ashford

HARRIES, GEORGE, Castlewillian, Brawdy, Pembs, Farmer Jan 7 at 11 Castle Hotel, Haverfordwest

HATTER, JOSEPH, York, Wholesale Dealer in Firewood Jan 8 at 11.30 Off Rec, York

HEATH, CHARLES, Kensington rd, Knightsbridge, Shopfitter Jan 9 at 2.30 33, Carey st, Lincoln's Inn

HENSON, JOSEPH, Cookridge, nr Leeds, Farmer Jan 2 at 11 Off Rec, 2, Park row, Leeds

HOGG, SAMUEL, Horsepools, nr Stratford, Stone Merchant Jan 4 at 3 Off Rec, 15, King st, Gloucester

HOUSE, JOHN ROBERT, Mark, Somerset, Farmer Jan 14 at 12.15 Poole & Sons, solars, Highbridge

INKERSOLE, JOHN, Edgware rd, Fancy Draper Jan 8 at 11.33, Carey st, Lincoln's Inn

IRVING, JAMES, and JAMES FRANCIS, Leigh, Lancs, Joiners Dec 31 at 11.30 Wood st, Bolton

KERNLEY, RICHARD, Bradford, Fruiterer Jan 1 at 11 Off Rec, 31, Manor row, Bradford

KILSY, JOHN, Gloucester, Hotel Manager Jan 7 at 3 Off Rec, 15, King st, Gloucester

LAMBERTON, WALTER EDMUND, Gloucester, Wholesale Cabinet Manufacturer Dec 31 at 3 Bell Hotel, Gloucester

LEY, GEORGE, Dalton in Furness, Fruiterer Jan 15 at 11.30 16, Cornwallis st, Barrow in Furness

LISTER, JOE, Lee, Kent, Gardener Dec 31 at 12 119, Victoria st, Westminster

LITTLE, CHARLES WILLIAM (sep estate), New Cle, Lincs, Mast Maker Dec 31 at 1 Off Rec, 3, Haven st, Gt Grimsby

MACHIN, JOHN, Barrow in Furness, Steelworker Jan 15 at 11 16, Cornwallis st, Barrow in Furness

MORGAN, JOHN, Llanheenock, Mon, Farmer Jan 1 at 12 Off Rec, 12, Tredegar pl, Newport

MUNRO, EMILY WESTLAKE, Scarborough, Widow Jan 6 at 11 Off Rec, 74, Newborough st, Scarborough

NORTON, GEORGE, Cardiff, Grocer Dec 31 at 12 Off Rec, 20, Queen st, Cardiff

PAXTON, GEORGE, Norbiton, Surrey, Major in H.M.'s Army Jan 2 at 11 No 16 Room, 30 and 31, St. Swithin's lane

PEDRAZOLLI, LIBORIO, Old, st Luke's, Looking Glass Manufacturer Jan 9 at 11.33, Carey st, Lincoln's Inn fields

REYNOLDS, ARTHUR, Warwick, Coal Merchant Jan 3 at 12 Off Rec, 17, Herford st, Coventry

ROBINSON, FREDERICK WILLIAM, and EDWARD THOMAS WIGGINS, Northampton, Boot Manufacturers Jan 1 at 2 County court bldgs, Northampton

ROBINSON, PHILIP, Salisbury st, Fleet st, Editor of the Sunday Times Jan 3 at 12 33, Carey st, Lincoln's Inn

SWALE, FREDERICK JOHN, The War Office, Pall Mall, Civil Service Clerk Jan 9 at 12.30, Carey st, Lincoln's Inn

SIMMONDS, JAMES, jun, Midhurst, Sussex, Clothier Dec 31 at 2 Dolphin Hotel, Chichester

TAYLOR, THOMAS, Keswick, Restaurant Keeper Jan 3 at 12.15 67, Duke st, Whitehaven

TURNER, FELICIA, Ullenhall, Warwickshire, formerly Licensed Victualler Jan 3 at 2 Off Rec, 17,

Hertford st, Coventry

URELL, GEORGE FREDERICK, Nechells, Birmingham, late Merchant Jan 3 at 3 25, Colmore row, Birmingham

WALL, JOHN, Addingham, Yorks, Farmer Jan 8 at 11 Off Rec, 31, Manor row, Bradford

WESTON, JOHN, Wardour st, Oxford st, Licensed Victualler Jan 3 at 11 Bankruptcy bldgs, Lincoln's Inn fields

WHITINGHAM, G. Chatham, late Coal Dealer Jan 3 at 11.30 Off Rec, High st, Rochester

WILSON, GEORGE HENRY, Chickensley Heath, nr Duxbury, Mungo Manufacturer Jan 2 at 11 Off Rec, Bank chambers, Batley

WOOL, JOHN ROBERT, Cardiff, Optician Jan 2 at 11 Bankruptcy bldgs, Lincoln's Inn

YOULEN, WILLIAM, Finsbury sq, Architect Jan 7 at 2.30 33, Carey st, Lincoln's Inn

ADJUDICATIONS.

BRADFIELD, SAMUEL BIET, Norwich, Commission Agent Norwich Pet Dec 30 Ord Dec 30

BROWN, PURRANT, Leicester, Builders' Merchant Leicester Pet Dec 19 Ord Dec 19

COOK, THODORE, late of Acton, retired Captain Brentford Pet Oct 23 Ord Dec 17

CRAGG, NATHANIEL, Upwell, Norfolk, Grocer King's Lynn Pet Dec 9 Ord Dec 30

CRANE, JOSEPH ALBION, Houndsditch, Wholesale Clothier High Court Pet Dec 18 Ord Dec 19

CROMACK, JOHN, Leeds, late Deal Furniture Maker Leeds Pet Dec 30 Ord Dec 30

DUFF, WILLIAM, Westow, Yorks, Tailor Scarborough Pet Dec 13 Ord Dec 13

FOX, JAMES, Cleethorpes, Lincs, Plumber Great Grimsby Pet Dec 15 Ord Dec 15

GARDNER, JOHN, Whitton, Commercial Clerk Bradford Pet Dec 13 Ord Dec 17

HARRIES, GEORGE, Castlewillian, Brawdy, Pembs, Farmer Pembroke Dock Pet Dec 13 Ord Dec 19

HART, THOMAS, Heaton Norris, Lancs, Pharmaceutical Chemist Stockport Pet Dec 19 Ord Dec 20

HEGWARD, CHARLES, otherwise CHARLES ADOLPHE FROIS, late Rue Le Pepelletier, Paris High Court Pet Sept 9 Ord Dec 20

HENSON, JOSEPH, Cookridge, nr Leeds, Farmer Leeds Pet Dec 5 Ord Dec 21

HILLS, GEORGE, Burwell, Cantab, Farmer Cambridge Pet Dec 21 Ord Dec 21

IRVING, JAMES, and JAMES FRANCIS, Leigh, Lancs, Joiners Bolton Pet Dec 5 Ord Dec 21

KEMP, HARRY, Rotherham, Confectioner Sheffield Pet Dec 30 Ord Dec 30

MACKLIN, HENRY WALLICK, North Camp, Aldershot, Major Canterbury Pet Oct 21 Ord Dec 13

MANTUA and MONTFERRAT, CHARLES, the Prince of, Elgin avenue, Hartow road, Maida vale High Court Pet Nov 29 Ord Dec 19

MORGAN, HENRY, Goldsworth, Woking, Surrey, no occupation Guildford and Godalming Pet Nov 37 Ord Dec 21

MORGAN, JOHN, Llanheenock, Mon, Farmer Newport, Mon Pet Dec 18 Ord Dec 19

NEEDLE, GEORGE, Kingston upon Hull, Cooper Kingston upon Hull Pet Dec 20 Ord Dec 20

PATTISON, JESSE NASSON TAYLOR, Leeds, Commercial Traveller Leeds Pet Dec 20 Ord Dec 20

PAXTON, GEORGE, Norbiton, Surrey, Major Kingstone, Sunbury Pet Oct 9 Ord Dec 18

PRESTON, JAMES, Leicester, Commercial Traveller Leicester Pet Dec 4 Ord Dec 19

ROADNIGHT, CHARLES, Atherton, Warwicksire, Lime Merchant Birmingham Pet Nov 22 Ord Dec 20

SAUNDON, HENRY, Boscombe alley, Oyster Merchant High Court Pet Nov 14 Ord Dec 19

SHARP, ROBERT, Cannon st, Iron Agent High Court Pet Oct 21 Ord Dec 18

VICARS, EDWARD CHARLES, Wells st, Oxford st, Hat Maker High Court Pet Dec 18 Ord Dec 19

WALKER, HENRY, Chorlton-upon-Medlock, Manchester, Baker Manchester Pet Dec 21 Ord Dec 21

WESTOVER, MARIA, High st, Lewisham, Grocer Greenwich Pet Dec 13 Ord Dec 13

WILDMAN, JOHN WESTWOOD, Balsall Heath, Wors, out of business Birmingham Pet Dec 20 Ord Dec 20

WILLIAMS, GEORGE RICHARDS, Falmouth, Skipper Truro Pet Dec 21 Ord Dec 21

The following amended notice is substituted for that published in the London Gazette of Dec 3.

GOODMAN, JOHN GEORGE, Birmingham, Coal Merchant Birmingham Pet Nov 14 Ord Nov 15

London Gazette.—FRIDAY, Dec. 24.

RECEIVING ORDERS.

ADAMS, WILLIAM, Witchampton, Dorset, Wheelwright Poole Pet Dec 30 Ord Dec 30

APPLEYARD, JOSEPH, Witton Grange, nr Bawtry, Notts, Farmer Lincoln Pet Dec 23 Ord Dec 23

BRADSHAW, JOHN LAWRENCE, Bristol, Flour Merchant Bristol Pet Dec 23 Ord Dec 23

ELGIE, WILLIAM RALPH, Leeds, Commission Agent Leeds Pet Dec 23 Ord Dec 23

GIMSON, WILLIAM, Horwich, Lancs, Builder Bolton Pet Nov 15 Ord Dec 23

HAMEROOK, RICHARD, Chislet, Kent, late Farmer Canterbury Pet Dec 4 Ord Dec 20

HEWSON, FRANK, Beverley, Yorks, Hatter Kingston upon Hull Pet Dec 23 Ord Dec 23

IRWIN, WILLIAM FLETCHER, Gt Yarmouth, Baker Gt Yarmouth Pet Dec 23 Ord Dec 23

JACKSON, GEORGE, East Grinstead, Sussex Tunbridge Wells Pet Aug 15 Ord Dec 19

KEMPLEY, HENRY, Kingston on Hull, Tobacconist Kingsgate on Hull Pet Dec 23 Ord Dec 23

LUTRIDGE, W. Howe, Sussex, Gent Brighton Pet Dec 4 Ord Dec 23

OWEN, RICHARD, Llanfaethreath, Anglesey, Chemist Bangor Pet Dec 11 Ord Dec 23

PARSON, EDWIN ALLEN, Northgate rd, Battersea, Provision Dealer Wandsworth Pet Dec 21 Ord Dec 21

SMITH, FREDERICK, and THOMAS WILLIAM BOULTER, Queen Victoria st, Manton Manufacturers High Court Pet Dec 23 Ord Dec 23
SPIDERS, ALFRED, Lechlade, Glos. Licensed Victualler Swindon Pet Dec 23 Ord Dec 23
TAYLOR, THOMAS, and TOM HARRY TAYLOR, Barnack, Northamptonshire, Wheelwrights Peterborough Pet Dec 23 Ord Dec 23
THOMPSON, ALFRED, East Molesey, Surrey, Grocer Kingston, Surrey Pet Dec 23 Ord Dec 23

FIRST MEETINGS.

ADAMS, WILLIAM, Witchampton, Dorset, Wheelwright Jan 6 at 12.15 King's Head Hotel, Wimborne
ALLEN, JAMES CHARLES, Clacton on Sea, Essex, Builder Jan 4 at 11.45 Townhall, Colchester
BAINTERDORF, ROBERT, Liverpool, Licensed Victualler Jan 9 at 5 Off Rec. 35 Victoria st, Liverpool
BROOKS, JOHN HENRY ALBERT, Ebbw Vale, Mon., Gwent, Tydfil Jan 8 at 12 Off Rec. Merthyr Tydfil
CURL, MAUD BINA, Southport, Spinster Jan 9 at 9.30 Off Rec. 35 Victoria st, Liverpool
DAFTNALL, THOMAS, Norbiton, Surrey, Butcher Jan 8 at 11.30 Cannon st Hotel
GUNTER, WILLIAM, Colchester, Clerk in Holy Orders Jan 4 at 11.15 Townhall, Colchester
HAMBOOK, RICHARD, Chislet, Kent, late Farmer Jan 10 at 9.30 Off Rec. 5 Castle st, Canterbury
HILLS, GEORGE, Burwell, Cambs, Farmer Jan 13 at 12 Off Rec. 5, Petty Cury, Cambridge
THOMAS, THOMAS, Aberdare, Engine Driver Jan 3 at 2 Off Rec. Merthyr Tydfil
THOMPSON, ROBERT, West Bromwich, Commission Agent Jan 6 at 10.30 County Court, West Bromwich

ADJUDICATIONS.

APPLETON, HENRY, Coborn st, Bow, Provision Dealer High Court Pet Dec 21 Ord Dec 21
BAINTERDORF, ROBERT, Liverpool, Licensed Victualler Liverpool Pet Oct 24 Ord Dec 23
BARWICK, WILLIAM SAMSON, Ramsgate, Auctioneer Canterbury Pet Dec 3 Ord Dec 21
BOTTOMLEY, HANNAH, Great Yarmouth, nr Halifax, Widow Halifax Pet Dec 5 Ord Dec 23
BOTTOMLEY, HANNAH, Stainland, nr Halifax, Widow Halifax Pet Dec 5 Ord Dec 23
CURD, MARK, Croydon, Surrey, Builder Croydon Pet Nov 23 Ord Dec 23
CURE, MARY BINA, Southport, Spinster Liverpool Pet Nov 28 Ord Dec 23
ELGIE, WILLIAM RALPH, Leeds, Commission Agent Leeds Pet Dec 25 Ord Dec 23
HEWSON, FRANK, Beverley, Yorks, Hatter Kingston upon Hull Pet Dec 23 Ord Dec 23
IWINS, WILLIAM PLATT, Great Yarmouth, Baker Great Yarmouth Pet Dec 23 Ord Dec 23
JOE, S. W., Dead, Kent, Coachbuilder Canterbury Pet Nov 22 Ord Dec 21
KEMPEL, HENRY, Kingston upon Hull, Tobacconist Kingston upon Hull Pet Dec 23 Ord Dec 23
LAWREN, E. T., St Paul's, Bristol, Boot Manufacturer Bristol Pet Dec 5 Ord Dec 23
PEARSON, EDWIN ALLEN, Northcote rd, Battersea, Provision Dealer Wandsworth Pet Dec 21 Ord Dec 21
TAYLOR, THOMAS, and TOM HARRY TAYLOR, Barnack, Northamptonshire, Wheelwrights Peterborough Pet Dec 21 Ord Dec 23
TURNER, WILLIAM, Beulah rd, Thornton Heath, Surrey, Milkdealer Croydon Pet Nov 8 Ord Dec 23
WIGCHAM, JOHN COMPTON Kingsdown, Bristol, Traveller Bristol Pet Nov 30 Ord Dec 23

London Gazette.—TUESDAY, Dec. 31.

RECEIVING ORDERS.

BRAYAN, EDWIN, Hay, Brecon, Tailor Hereford Pet Dec 23 Ord Dec 23
CROOK, CHARLES EDWARD, Stowell, Somerset, Licensed Victualler Yeovil Pet Dec 23 Ord Dec 23
DEAR & CO, late East st, Walworth, Grocers High Court Pet Nov 28 Ord Dec 24

EVERETT, C. H., formerly Gt St Andrew's at High Court Pet Nov 11 Ord Dec 27
FALCONE, MONTAGUE, late Warnford st, Stockbroker High Court Pet Dec 5 Ord Dec 27
GRIFFITHS, E. D., address unknown, Acting Manager to a Theatrical Company High Court Pet Dec 7 Ord Dec 27

MERRIDITH, WILLIAM, Tasley, nr Bridgnorth, Salop, Farmer Madeley Pet Dec 23 Ord Dec 23
MILES, CHARLES, Newport, Mon., Builder Newport Pet Dec 23 Ord Dec 23

ORAM, FREDERICK, Ashwick, Somerset, Carpenter Wells Pet Dec 23 Ord Dec 23
PILLINGER, GEORGE, Drury Lane, Lodging House Keeper High Court Ord Dec 21

STURDY, JOHN ROBERT, Middlesbrough, Builder Middlesbrough Pet Dec 23 Ord Dec 23
TOWN, CHRISTOPHER EDWARD, Kentish Town, Schoolmaster High Court Pet Dec 24 Ord Dec 24

WELLS, EDWARD ARTHUR, Portsmouth, Grocer Portsmouth Pet Dec 2 Ord Dec 19
WOOD & CO, Surbiton, Surrey, General Dealers Kingston Pet Dec 9 Ord Dec 23

FIRST MEETINGS.

CROOK, CHARLES EDWARD, Stowell, Somerset, Licensed Victualler Jan 7 at 11 Off Rec. Salisbury

DARBY, ROBERT, Lower Tottenham, Commercial Traveller Jan 7 at 11 16 Room, 30 and 31, St. Swithin's in

ELEY, WILLIAM, Otley, Yorks, Whitesmith Jan 9 at 2.30 White Horse Hotel, Otley

JAMES, HENRY, Jun. Wells st, Oxford st, Traveller Jan 8 at 2.30 38, Carey st, Lincoln's Inn

JONES, HUGH DAVID, Ebenezer, Llanddineilo, Carmarvon, Grocer Jan 9 at 12.15 Court house, Bangor

MERRIDITH, WILLIAM, Tasley, nr Bridgnorth, Salop, Farmer Jan 8 at 2 County Court Office, Madeley

MILES, CHARLES, Newport, Mon., Builder Jan 9 at 12 Off Rec. 12, Tredegar pl, Newport

PATTINSON, JESSE NANCY TAYLOR, Leeds, Commercial Traveller Jan 8 at 11 Off Rec. 22, Park Row, Leeds

SPROSTON, GEORGE, Queen's Cross, Dudley, Bedfod Manufacturer Jan 7 at 10.30 Off Rec. Dudley

TAYLOR, THOMAS, and TOM HARRY TAYLOR, Barnack, Northamptonshire, Wheelwrights Jan 10 at 13.30 Law Courts, New rd, Peterborough

WILLIAMS, GEORGE RICHARDS, Falmouth, Shipwright Jan 7 at 11.30 Off Rec. Boscombe st, Truro

The following amended notice is substituted for that published in the London Gazette of Dec. 30.

THOMAS, JANE, and MARTHA THOMAS, Aberystwith, Cardiganshire, Grocers Jan 15 at 12.30 Town-hall, Aberystwith

ADJUDICATIONS.

ADAMS, WILLIAM, Witchampton, Dorset, Wheelwright Poole Pet Dec 20 Ord Dec 20

COTTAM, EDWIN, Bondgate, nr Ripon, Cornmiller Northallerton Pet Nov 29 Ord Dec 23

CUNNINGHAM, WALTER, and WILLIAM REUBEN DAY, Leyton, Timber Merchants High Court Pet Nov 14 Ord Dec 23

GALL, EMMES, Oxford st, Restaurant Keeper High Court Pet Dec 20 Ord Dec 27

HALL, HENRY STEPHENSON, Rossiter rd, Balham, Clerk to a Lithographer High Court Pet Dec 6 Ord Dec 27

KINGSTON, HENRY, Lower Phillimore place, Kensington, Auctioneer High Court Pet Aug 26 Ord Dec 27

MERRIDITH, WILLIAM, Tasley, nr Bridgnorth, Salop, Farmer Madeley Pet Dec 23 Ord Dec 23

PAPRIN, RICHARD, Little James st, Gray's Inn rd, Law Stationer High Court Pet Dec 20 Ord Dec 23

SMITH, FREDERICK, and THOMAS WILLIAM BOULTER, Queen Victoria st, Manton Manufacturers High Court Pet Dec 23 Ord Dec 23

STURDY, JOHN ROBERT, Middlesbrough, Builder Middlesbrough Pet Dec 23 Ord Dec 23

TOWN, CHRISTOPHER EDWARD, Kentish Town rd, Schoolmaster High Court Pet Dec 24 Ord Dec 24

UPTON, JOSEPH PARKER, Bartholomew rd, Kentish Town, Provision Merchant High Court Pet Dec 21 Ord Dec 27

ADJUDICATIONS ANNULLED.

EAGLE, EDWARD CLAY, Wix, Bradfield, Gt Oakley, Farmer Colchester Adjud July 22 Annu Dec 6

PENGELLY, THOMAS, Bideford, Devon, Labourer Barnstaple Adjud Oct 4 Annu Dec 23

PONTEER, ROBERT, Heading, Builder Reading Adjud Sept 25 Annu Dec 12

SALE OF ENSUING WEEK.

Jan. 8.—Mr. ALFRED RICHARDS, at the George Hotel, Enfield Town, in the evening, Shares in the Enfield Gas Company (see advertisement, this week, p. 6).

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